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VERTETIM
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Unë, Noter Julian Zhelegu, anëtar i Dhomës se Noterisë Tirane, me seli ne Rr. "Dëshmoret e 4 Shkurtit", Pallati i Ri ne krah te Bankës Botërore, Kati 3 nr. 8, Tirane, **vërtetoj se njësia bashkëlidhur është kopje e njëjte me dokumentin origjinal.**

Dokumenti eshte Marreveshje shitblerje aksionesh me nr. 297 rep.e nr. 82 kol., dt. 16 Janar 2008, e nenskuar ne gjuhen angleze, e perkthyer dhe ne gjuhen shqipe.

Dokumenti u paraqit nga Znj. Lindita Gegprifti, e njohur personalisht prej meje noterit.

Vërtetimi i dokumentit u be ne baze te nenit 56, te ligjit nr. 7859, date 01.06.1994 "Për Noterinë", (i ndryshuar) dhe pikave 3,4,7 te Udhëzimit te Ministrit te Drejtësisë nr. 291, date 17.08.2005.

**NOTERI
JULIAN ZHELEGU**



REPUBLIC OF ALBANIA
NOTARIES CHAMBER OF TIRANA
INDEX NO. 297
FILING NO. 82



**SHARE SALE-PURCHASE AGREEMENT
WITH RESPECT TO SHARES IN
LANDESLEASE SH.A.**

Between

EMERGING EUROPE LEASING AND FINANCE (EELF) B.V.

as Buyer

And

Hysen Ruka
Basri Rruka
Ibrahim Kruja
Ardian Kamberi
Stephen Strauss

as Sellers

Date: January 16, 2007

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In Tirana, Albania, today on January 16 2008, in front of me Julian Zhelegu, Notary of the Notaries Chamber of Tirana, appeared the following parties to execute this Share Sale-Purchase Agreement with the following terms and conditions:

1. **EMERGING EUROPE LEASING AND FINANCE (EELF) B.V.** a private company with limited liability incorporated under the laws of Netherlands, under Trade Registry number 34254970, having its registered office at Amsterdam and a business office at Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands, (hereinafter referred to as "EELF" or the "Buyer"), duly represented by Thomas Michael Higgins, citizen of United States of America, major, with full legal capacity to act, identified with passport no. Z8205665, issued on 28.11.2000, domiciled at Sofia, blvd. Vassil Levski 110, ap. 25, in his capacity as Attorney-in-fact, and
2. **Hysen Ruka**, Albanian citizen, major, with full legal capacity to act, identified with passport number Z1261420, issued by MB (Ministry of Interior) on 31 October 2006, domiciled at Rr. Pjeter Bogdani, Pl. Kuq 7/1, Tirana, Albania, and
3. **Basri Rruka**, Albanian citizen, major, with full legal capacity to act, identified with passport number Z0538742, issued by MPJ (Ministry of Foreign Affairs) on 10 July 2007, and domiciled at Rr. Punetoret e Rilindjes, Pl. 2, Tirana, Albania
4. **Ibrahim Kruja**, Albanian citizen, major, with full legal capacity to act, identified with passport number Z1557749, issued by MRP (Ministry of Public Order) on 29 August 2005, domiciled at Rr. Dibres, Pl. 317/1, Ap. 9, Tirana Albania, and
5. **Ardian Kamberi**, Albanian citizen, major, with full legal capacity to act, identified with passport number Z0519428, issued by MRP (Ministry of Public Order) on 28 March 2003, domiciled at Rr. Komuna e Parisit, 4 Kullat, Godina B/3, Tirana, Albania, and
6. **Stephen Strauss**, Stephen Barclay Strauss, citizen of United States of America, major, with full legal capacity to act, identified with passport number 710297645, issued by National Passport Center on 23 June 2003, domiciled at Rruga Deshmoret e 4 Shkurti, Pall. 4/9, Tirana, Albania

(Hysen Ruka, Basri Rruka, Ibrahim Kruja, Ardian Kamberi and Stephen Strauss hereinafter collectively referred to as the "Sellers"),

either of the Sellers and the Buyer individually referred to as a "Party" or collectively referred to as the "Parties" (as the context requires).

PREAMBLE

- (A) Whereas, Landeslease Sh.A. (the "Company") is a joint-stock company organized under the laws of the Republic of Albania, having its registered offices at Rr. Donika Kastrioti, Kotoni Center, kati i 4, nr. 3, Tirana, Albania;
- (B) Whereas, as of the date hereof, the Company has an issued and paid in sharecapital of ALL 48,000,000 (forty eight million Albanian lek), divided into 48,000 shares of nominal value of ALL 1,000 each (each a "Share" and collectively the "Shares");



- A E
XII
- (C) Whereas, Hysen Ruka is the owner of 25,200 Shares, numbered from 1 to 25,200 inclusively, in the Company, representing 52.5% of the Company share capital, out of which a number of 6,364 Shares, representing 13.26% of the Company's share capital shall be sold to the Buyer ("Hysen Ruka Shares");
- (D) Whereas, Basri Rruka is the owner of 11,920 Shares, numbered from 25,201 to 37,120 inclusively, in the Company, representing 24.8% of the Company share capital, out of which a number of 3,010 Shares, representing 6.27% of the Company's share capital shall be sold to the Buyer ("Basri Rruka Shares");
- (E) Whereas, Ibrahim Kruja is the owner of 4,480 Shares, numbered from 41601 to 46,080 inclusively, in the Company, representing 9.3% of the Company share capital, out of which a number of 1,131 Shares, representing 2.36% of the Company's share capital shall be sold to the Buyer ("Ibrahim Kruja Shares");
- (F) Whereas, Ardian Kamberi is the owner of 4,480 Shares, numbered from 37,121 to 41601 inclusively, in the Company, representing 9.3% of the Company share capital, out of which a number of 1,131 Shares, representing 2.36% of the Company's share capital shall be sold to the Buyer ("Ardian Kamberi Shares");
- (G) Whereas, Stephen Strauss is the owner of 1,920 Shares, numbered from 46,081 to 48,000 inclusively, in the Company, representing 4% of the Company share capital, out of which a number of 485 Shares, representing 1.01% of the Company's share capital shall be sold to the Buyer ("Stephen Strauss Shares");
- (H) Whereas, the Buyer has agreed to purchase and acquire and the Sellers have agreed to sell to the Buyer the Sale Shares (as such term is defined herein below) pursuant to the provisions of this Agreement;

NOW THEREFORE, the Parties, intending to be legally bound, have agreed as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used but not defined herein shall have the meanings ascribed to them in the Shareholders Agreement dated of even date herewith between EELF and the Sellers (the "Shareholders Agreement"). However wherever used in this Agreement (including its annexes), unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate"	means, in relation to any person, any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the respective person;
"Agreement"	means this Share Sale-Purchase Agreement (including its annexes) as amended or supplemented from time to time in accordance with its terms;
"ALL"	means Albanian Lek, the existing currency in Albania;
"Applicable Law"	means the laws, decrees or regulations or any other type of primary or secondary legislation which is at the relevant time in force in Albania;
Auditor	means one of the "Big 4" Audit Companies;
Books and	means all books and records of the Company and includes, without



Records”	limitation, all notices, correspondence, orders, inquiries, drawings, plans, books of account (including management accounts and any other accounting records) and other documents and all computer disks or tapes or other machine legible programs or other records;
“Break-up Fees”	the Buyer Break-up Fee and the Sellers’ Break-up Fee;
“Business Day”	means any day, other than a Saturday, a Sunday or a public holiday, on which banks are open for business in Amsterdam and Tirana;
“Buyer Break-up Fee”	means Euro 300,000;
“Buyer’s Group”	means the Buyer and the Buyer’s Affiliates;
“Buyer’s Percentage”	means the participation of the Buyer in the share capital of the Company after Completion;
“Charter”	means in respect of the Company, its constitutive acts, as further amended up to and including the date hereof;
“Claim”	means any claim for breach of Warranty as under Clause 8.5. or any Third Party notice or claim, charge, fine or other demand as under Clause 8.6. herein below;
“Competing Business”	has the meaning ascribed to it in Clause 10.1;
“Competition Authority”	means the autonomous Albanian competition regulatory authority pursuant to the Albanian Competition Law no. 9121 dated July 28, 2003, as further amended;
“Completion”	means the performance by each of the Sellers and by the Buyer of their respective sale and purchase related obligations contemplated under Section 5 hereof including transfer of the ownership title and payment of the Purchase Price;
“Completion Certificate”	has the meaning ascribed to it in Clause 5.3;
“Completion Date”	has the meaning ascribed to it in Clause 5.1;
“Conditions Completion”	to has the meaning ascribed to it in Clause 4.1;
“Customer”	means any customer who has a Finance Agreement with the Company;
“Damages”	means obligations, liabilities, losses, damages, charges, fines, costs and expenses (including proper and reasonable legal costs not exceeding 20% of the value of the relevant Claim), in each case of any nature whatsoever;
“Encumbrance”	means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right, or other interest, or security interest of any kind or another type of preferential arrangement (including, without limitation, a title transfer and retention arrangement) having similar effect;

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“Euro”	means the single currency introduced in the member states of the European Communities that adopted such single currency at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended;
“Exposure”	means any loan, guarantee or other exposure (including, but not limited to, corporate loans, guarantees and off-balance sheet items);
“Filed Financial Statements”	means the financial statements of the Company prepared for the year 2006 including, without limitation, the notes;
“Finance Agreement”	means any finance agreement between a customer on the one hand and the Company on the other hand including, without limitation, any credit agreement, leasing agreement or loan agreement, and any agreement entered into in connection therewith including the terms of any security granted to the Company in respect thereof by a customer or by other person/s;
“Financial Statements”	means the audited financial statements of the Company prepared for year 2006 and as at the end of the month immediately preceding the transaction including without limitation the notes and the Auditors' report, as provided by the Sellers to the Buyer, audited by Mr. Naxhip Ceci, address Rruga e Elbasanit, pall 12 katesh, Tirana, Albania;
“Financial Statements Date”	means 31 December 2006;
“IFRS”	means the International Financial Reporting Standards, the accounting standards issued by the International Accounting Standards Board, applied for the purposes of preparing the Financial Statements;
“Intellectual Property”	means (in each case, (i) registered or (ii) applications for registration in respect of or (iii) unregistered if the applicable law does not require registration for the purposes of the constitution thereof) patents, trade marks, service marks, logos, trade names, internet domain names, rights in designs, copyright (including, without limitation, rights in credit scorecards and/or computer software) and database rights as well as all rights or forms of protection having equivalent or similar effect to any of these which may subsist anywhere in the world;
“Key Employees”	means the persons listed in Annex 4;
“Long Stop Date”	means the latest date on which the Completion should take place, which is the February 15, 2008, or any other date mutually agreed in writing by the Parties, subject to the termination of Parties' rights and obligations hereunder;
“Material Adverse Change”	<p>means:</p> <ul style="list-style-type: none"> a) the initiation of a bankruptcy, liquidation or dissolution procedure with respect to the Company, which is not discharged as of the Long Stop Date; or b) the Company having incurred a net financial loss in excess of Euro 300,000, which has not been cured as of the Long Stop

	Date; or
c)	a change in the, or the introduction of new, laws (including, without limitation, secondary legislation) of Albania or a general disruption in the financial or banking markets in Albania which prevents or restricts the Company from providing any of the products or services which the Company currently provides or which increases the costs incurred (or which would be incurred) by the Company in providing any such products and/or services, in either case such that the market value of the Company is reduced by 10% compared with the Purchase Price;
"NAV"	means the consolidated total assets of the Company less the consolidated total liabilities of the Company (calculated in accordance with IFRS);
"Non Tax Claim"	means a Claim other than a Tax Claim;
"Ordinance"	has the meaning ascribed to in Clause 4.1(f);
"Outstanding Unpaid Claim"	in connection with any Customer's failure to perform under any Finance Agreements, a claim filed by the Company in respect of which no decision has been communicated to the Company or by the relevant insurance company;
"Public Authority"	means any regional or local government, national, supranational, central or local body, whether governmental, administrative, fiscal, judicial, regulatory, government-owned body, independent public institutions, any agency or entity, commission, department, authority, court, arbitral tribunal, ministry, self-regulatory authorities, central banks (or any person, whether or not government-owned and howsoever constituted or called, that exercises the functions of a central bank), or similar authority or organisation;
"Purchase Price"	means Euro 200, 000;
"Relevant Entities"	means (i) any successors in rights, obligations and/or functions to the Seller, (ii) any Affiliates of any of the Sellers and (iii) any Affiliates of any successors in rights, obligations and/or functions to any of the Sellers;
"Relevant Percentage"	means, in case of each Seller, the number of Shares sold by such Seller, as a proportion of the issued share capital of the Company immediately prior to Completion (expressed as a percentage);
"Sale Shares"	means the aggregate of the Hysen Ruka Shares and the Basri Rruka Shares and the Ibrahim Kruja Shares and the Ardian Kamperi Shares and the Stephen Strauss Shares
"Seller's Account"	means, in respect of each of the Sellers, the account opened by such Seller with the Seller's Bank where the payment of the Purchase Price shall be made in accordance with the terms and conditions of this Agreement;
"Seller's Bank"	means, in respect of each of the Sellers the bank where the Seller's

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	Account is opened;
“Sellers Break-up Fee”	means Euro 300,000;
“Seller’s Warranties”	means the Sellers’ representations and warranties in Section 7;
“Shareholders’ Register”	means Company’s register of shareholders;
“Signing Date”	means the date of this Agreement;
“Surviving Provisions”	means Clauses 1.2. (Interpretation), 11 (Break Fees), 13 (Confidentiality and Announcements), 14 (Governing Law and Dispute Resolution), 17.1 (Severability), 17.2. (Entire Agreement), 17.6 (Costs and fees) and 17.7 (No assignment of Agreement);
“Tax”	means and includes without limitation all direct and indirect taxes, assessments, charges, duties, value added tax, fees, contributions, levies or similar governmental charges imposed by any national or local Taxation Authority and for which the Company, as the case may be, is directly or indirectly liable and, in each case wherever and whenever imposed, including income, profit, franchise, capital gains, transfer, sales, use, occupation, transaction, property, excise, severance, stamp, licence, payroll, withholding and other taxes, assessments, charges, duties, fees, levies, or other governmental charges of any kind whatsoever (whether payable directly, on behalf of another person or by withholding and whether or not requiring the filing of a return), additions to tax, penalties, charges, costs, and interest;
“Taxation Authority”	means any taxing or other authority (whether within or outside Albania and all municipalities of either such country) competent to impose, administer or collect any Tax;
“Tax Claim”	means a Claim for a breach of any of the Tax Warranties;
“Third Party”	means any person or persons other than the Buyer (and the persons appointed by the Buyer pursuant to Clause 4.1(b)) and the Sellers;
“Transaction”	means the sale and transfer of the Sale Shares by the Sellers to the Buyer against the Purchase Price and all related operations needed for achieving a successful Completion;
“Warranty”	means any of the Sellers’ Warranties in Section 7 or any of the Buyer’s representations and warranties in Section 9; For the purposes of Section 8 hereunder, the Sellers’ Warranties provided under Clause 7.2 letters (fff) to (jjj) (both inclusive) shall be deemed as Tax Warranties ;

1.2 Interpretation

- a) Where appropriate, words in the singular also include the plural and vice versa. Words in any gender also include the other genders. References to any party shall also include their successors and permitted assignees. References to a person shall include any person (legal entity or otherwise) or entity.

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- b) The headings in this Agreement are for convenience only and do not affect its interpretation. All references in this Agreement to a "section", a "clause" or an "annex", refer to the corresponding section, clause or annex to this Agreement, if not otherwise provided.
- c) References to an agreement, document or law are references to that agreement, document or law as amended, supplemented, varied, re-stated or novated from time to time.
- d) Unless otherwise expressly stated, for the purpose of computation of periods of time expressed in days or Business Days, both the first and the last day shall be included.
- e) If the last day of a term does not fall on a Business Day, such term shall be deemed to fall due on the immediately following Business Day.

2 OBJECT OF THE AGREEMENT

2.1. Sale and Purchase

The Sellers agree to sell and the Buyer agrees to buy the Sale Shares together with all the rights attached thereto, free of any Encumbrance and with full title guarantee, pursuant to the terms and conditions hereunder.

2.2. Transfer of the ownership title over the Sale Shares

- a) The transfer of the ownership title over the Sale Shares together with all the rights attached thereto from the Sellers to the Buyer shall take place and become effective at Completion.
- b) The sale and purchase of the Sale Shares hereunder is conditional on the Conditions to Completion having been satisfied.

3 PRICE

3.1 Payment of the purchase price

The Purchase Price shall be paid in full by bank transfer into the Sellers' Account on the Completion Date in accordance with Clause 5.3, as follows:

- 3.1.1 the amount equal to EUR 105,006.00, shall be paid into the account of Hysen Ruka
- 3.1.2 the amount equal to EUR 49,665.00 shall be paid into the account of Basri Rruka;
- 3.1.3 the amount equal to EUR 18,661.50 shall be paid into the account of Ibrahim Kruja;
- 3.1.4 the amount equal to EUR 18,661.50 shall be paid into the account of Ardian Kamberi; and



3.1.5 the amount equal to EUR 8,002.50 shall be paid into the account of Stephen Strauss.

3.2 Capital gain

If so required by the applicable law, the Buyer shall withhold the tax on capital gain or any tax of this nature from any and all amounts paid to the Sellers under this Agreement, upon the prior written notification of the Sellers with respect to the amount of any such taxes.

4 CONDITIONS TO COMPLETION

4.1 Conditions to Completion

The sale and purchase of the Sale Shares hereunder is subject to the following conditions ("Conditions to Completion") having been satisfied or waived in accordance with clause 5.2:

- a) signing by each of the Company's shareholders and by the Company of a waiver of pre-emption rights in respect of the sale of shares in the Company by the Sellers to the Buyer (to the extent that the same has not already been completed);
- b) a written resolution having been adopted by the Shareholders' Meeting of the Company, authorizing the transfer of Sale Shares from the Sellers to the Buyer;
- c) no Material Adverse Change having occurred;
- d) no Public Authority having issued a legislative, administrative, judicial act or decision that would prohibit the actual transfer of the ownership title and rights over any of the Sale Shares in accordance with the terms and conditions of this Agreement, from the Sellers to the Buyer;
- e) delivery to the Buyer of certified copies of the notification of the change of control over the Company pursuant to the Transaction to the entities contemplated in Annex 2;
- f) The Charter having been modified to the satisfaction of the Buyer, so as to include performance of financial leasing as object of activity.

4.2 Undertaking to fulfil the Conditions to Completion.

Each Party shall use all reasonable endeavours to achieve satisfaction of the Conditions to Completion set out in Clause 4.1 (insofar as the same is within its responsibility and/or control) as soon as possible, so as to permit Completion to take place before the Long Stop Date, and, where necessary, shall support and assist any other Party to this end provided that the provisions of this Clause 4.2 shall not require the Buyer to take any action or agree to any regulatory conditions that alter or fetter the manner in which it or any other member of the Buyer conducts its business.

4.3 Relation with Public Authorities

The Parties agree that all requests and enquiries from any Public Authority shall be dealt with in due time by the Party to whom such requests are directed and in consultation with the other Party and the Company. Such other Party shall promptly



co-operate with, and provide all necessary information and assistance reasonably required by the Public Authority upon being requested to do so by the first Party.

4.4 Covenants related to Completion

Between the Signing Date and Completion Date, the following actions shall be undertaken by the Parties:

- a) the Seller agrees to procure the resignation of Mr. Hysen Ruka and Mr. Basri Rruka from their respective positions as members of the Supervisory Council and Board of Directors of the Company, effective on the Completion Date immediately following the carrying out of all actions required of the Company pursuant to Clause 5.1 and on terms stating that such have no claims against the Company, and to determine the Company to convene the General Shareholders Meeting of the Company, effective on Completion Date, in order to (i) authorize the transfer of Sale Shares from the Sellers to the Buyer; (ii) amend the Charter in order to incorporate financial leasing as defined object of activity; (iii) acknowledge the resignations of the members of the Supervisory Council of the Company as mentioned above and approve their administration to date and release them from all duties thereof, (iv) appoint the new members of the Supervisory Council of the Company as such members were indicated in due time by the Buyer and (v) amend the Charter of the Company in connection with shareholder's rights thereunder in a form satisfactory to the Buyer and also to make the necessary registrations in the public registers to evidence the new shareholding and management structure which result from the Completion and implementation of the Transaction contemplated hereunder;
- b) the Sellers shall cause the Company to notify the entities specified in Clause 4.1 letter (e) with regard to the change of control over the Company pursuant to the Transaction contemplated hereunder; and

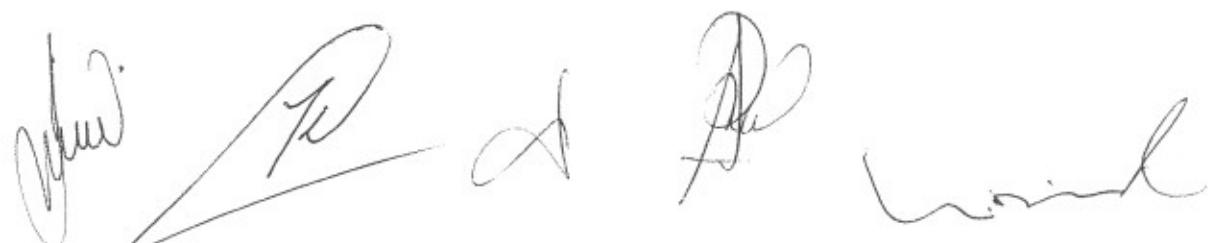
4.5 Cooperation towards Completion

The Parties shall keep each other informed on the status of fulfilment of the above-mentioned actions and of the Conditions to Completion within their responsibility and any relevant matters in relation thereto, including any matters that might cause delays or might otherwise affect the Completion, and they shall provide written notices to each other within 5 Business Days from the fulfilment of each Condition to Completion with respect to the fulfilment thereof. Within the same period, the Parties shall provide to each other true and complete certified copies of each document evidencing the satisfaction of the Conditions to Completion under Clause 4.1, and shall execute and deliver to each other all certificates, documents and instruments required to be executed or delivered at or before Completion in accordance with this Agreement.

5 COMPLETION

5.1 Date and Place of Completion

Completion of the sale and purchase of the Sale Shares shall take place on a date notified to the Sellers by the Buyer (acting reasonably) no later than 5 Business Days from the fulfilment or, where permitted pursuant to Clause 5.2, waiver of all Conditions to Completion or at such other time and on such other date as the Seller



and the Buyer may agree in writing, provided that all Conditions to Completion set forth in Clause 4.1 are satisfied or waived on such date (the “**Completion Date**”), and in any case on or before the Long Stop Date.

The Parties shall meet at 9 a.m. (Albanian time) on the Completion Date at the headquarters of the Company in order to complete the actions contemplated in Clause 5.3 below.

5.2 Waiver of Conditions to Completion

The Conditions to Completion set out in Clause 4.1 letters (a) through (c) and (e) through (f) are for the benefit of the Buyer and may only be waived by the Buyer. The Condition to Completion set out in Clauses 4.1. letter (d) cannot be waived by the Parties hereto. In the event the Conditions to Completion are not fulfilled or satisfied or waived by the Long Stop Date, then this Agreement shall terminate and the provisions of Clause 11 (Break-up Fees) will apply.

5.3 Actions to be undertaken upon Completion

On the Completion Date, all the following actions shall be carried out in the order set out in this Clause 5.3 but shall be deemed effective simultaneously and no such action shall be considered completed until all the other actions have been carried out:

- a) the Sellers shall deliver to the Buyer a certified copy (excerpt) of the Shareholders’ Register attesting that each of the Sellers is registered as the owner of the Hysen Ruka Shares, Basri Rruka Shares, Ibrahim Kruja Shares, Ardian Kamperi Shares and Stephen Strauss Shares, respectively, and that the Sale Shares are free and clear of any Encumbrances;
- b) the Sellers shall cause the Company to deliver to the Buyer a certified copy of the resolution of the General Shareholders Meeting of the Company (i) authorizing the transfer of Sale Shares from the Sellers to the Buyer, (ii) acknowledging the resignations of the members of the Supervisory Council of the Company mentioned under Clause 4.4. letter a) above (such resignations being effective as of the Completion Date), approving their administration to date and releasing such members from all their respective duties, (ii) appointing the new members of the Supervisory Council of the Company as such members were indicated in due time by the Buyer (such appointments being effective as of the Completion Date), (iii) amending the Charter to evidence the shareholder’s rights (in a form satisfactory to the Buyer) and also the new shareholding and management structure which result from the Completion and implementation of the Transaction contemplated hereunder;
- c) the Sellers shall deliver, or shall cause the Company to deliver, to the Buyer a copy of the notices of resignation of the members of the Supervisory Council of the Company on terms stating that such Directors have no claims against the Company mentioned under Clause 4.4. letter a) above, effective as of Completion Date;
- d) the Sellers and the Buyer shall sign the completion certificate substantially in the form and with the contents set out in Annex 1 (the “**Completion Certificate**”) confirming the fulfilment of the Conditions to Completion (or, if applicable, waiving the Conditions to Completion insofar as permitted to do so under Clause 5.2) and including a statement that the respective Party’s

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representations and warranties hereunder are true, complete and accurate and not misleading and suffered no alteration as from the Signing Date of the Agreement;

- e) upon the Buyer providing the SWIFT confirmation regarding the transfer of the Purchase Price to the Sellers' Account, the Sellers and the Buyer shall effect, and the Sellers shall procure that the Company shall acknowledge, the transfer of the Sale Shares from the Sellers to the Buyer;
- f) the Sellers, the Buyer and the Company, as applicable, shall sign all necessary documents (including the Shareholders' Register and, to the extent applicable, additional acts to the Charter) and forms necessary for the registration with the relevant Trade Registry of the transfer of the Sale Shares along with the corporate changes mentioned under letter b) of this Clause 5.3;
- g) the Sellers and the Buyer shall exchange copies of the relevant powers of attorney or any other documents evidencing accomplishment of all other Conditions to Completion if not exchanged until Completion Date.

6 CONDUCT OF THE SELLERS AND THE COMPANY DURING THE PERIOD BETWEEN SIGNING AND COMPLETION

- 6.1 Except as provided under Clause 6.2 below, between the Signing Date and the Completion Date, none of the Sellers shall dispose of any of its interests in the relevant Sale Shares or grant any Encumbrance over the Sale Shares or any of them or take any steps to liquidate the Company and shall use its best endeavours, to the extent permitted by the applicable law, to procure that the Company carries out its business only in its ordinary course as carried out until end of June 2007 and applying a level of diligence and business practices no less rigorous than the diligence and business practices it applied during such period and that the Company only does the things set out in this clause 6.1 letters (a) to (q) with the prior written consent of the Buyer expressed through Horia Dragos Manda or such other person as may be notified by the Buyer to the Sellers from time to time:
 - a) enter into any material transaction;
 - b) fail to maintain and renew and take all good faith actions necessary to protect the validity of such material authorisations as are required to carry on the business activities of the Company in all material respects as conducted as of the Signing Date;
 - c) amend the Charter except as required by mandatory provisions of applicable law or by the provisions of this Agreement;
 - d) take any steps to liquidate the Company;
 - e) amend the terms of any security taken in respect of a Finance Agreement where the value of the Finance Agreement exceeds Euro 10,000, other than as generally described in Annex 3 hereto;
 - f) introduce or make available any new products or services with features which are materially different from existing products or services;
 - g) issue or repay any share capital or issue any debt instrument;



- h) purchase any shares or business or any company or other corporate entity;
- i) otherwise than in the ordinary and usual course of business, acquire or dispose of, or agree to acquire or dispose of, any asset or assume or incur, or agree to assume or incur, any liability, expenditure or obligation of (in the case of each liability, expenditure and obligation) more than Euro 5,000;
- j) acquire or agree to acquire any real estate;
- k) declare, make or pay any dividend, or make any other distribution (including but not limited to repayment of conditional contributions) to the Sellers or any other person (including without limitations, the managers of the Company in respect of the share option plans);
- l) pass any resolution in shareholders' meetings (other than any resolution constituting ordinary business conducted at an annual shareholders' meeting or as required in connection with this Agreement);
- m) create any Encumbrance on any property except for Encumbrances created by the Company in the usual course of business over (i) rights deriving from or assets forming the object of the Finance Agreements and (ii) relevant collection bank accounts, receivables and insurance policies, for the purposes of securing reimbursement under the funding agreements concluded by the Company prior to the Signing Date;
- n) except for litigations related to Customers failing to comply with their respective obligations under a Finance Agreement or any similar proceedings in the ordinary course of business, institute any other litigation proceedings exceeding Euro 5,000;
- o) give, or agree to give, any guarantee, indemnity or other agreement to secure an obligation of a Third Party;
- p) incur or extend any Exposure to a Customer which, when aggregated with all other Exposures incurred by the Company (as the case may be) which are then outstanding in respect of such Customer or any party affiliated with such Customer, exceeds Euro 20,000;
- q) enter into any new funding arrangements which contain prepayment obligations to pay sums which are in excess of those which the Company is obliged (conditionally or otherwise) to pay under, or which are otherwise more onerous than, the prepayment obligations set out in existing funding agreements to which the Company is a party as at the Signing Date.
- 6.2 As from the Signing Date, so far as permitted by law (and subject to Clause 13), the Buyer and its employees will, upon reasonable notice, be allowed reasonable access to (and be allowed to take copies of) the Books and Records of the Company.
- 6.3 The Sellers shall at Completion cause the Company to deliver to the Buyer originals of all the Books and Records (if any), which relate exclusively or predominantly to the business carried on by the Company as at Completion.
- 6.4 Intellectual property
- a) The Sellers shall at or prior to Completion and for no consideration transfer to the Company any Intellectual Property owned and/or developed by the Sellers, which are used in the conduct of the business of the Company as at the date hereof and/or the Completion Date.



- b) Each of the Sellers hereby agrees and undertakes not at any time after Completion to, and to procure that the Relevant Entities shall not at any time after Completion, use any of the:
- (i) Intellectual Property referred to in Clause 6.4(a);
 - (ii) customised information technology used in the conduct of the business of the Company as at the date hereof and/or the Completion Date (except that the Seller shall not be obliged to procure that any of the Relevant Entities cease using information technology used by that Relevant Entity as at the date hereof and/or the Completion Date).

6.5 Supervisory Council and Board of Directors observers

The Sellers shall do all things necessary (including passing any necessary resolutions) to procure that with effect from the Signing Date one nominee appointed by the Buyer shall be allowed to participate as observer to the meetings of the Supervisory Council and Board of Directors of the Company, being understood that such nominee shall not be member of such Council or Board nor shall they have any right to vote during meetings thereof;

6.6 Rights of the Supervisory Council and Board of Directors observer

With respect to the Buyer's nominee under Clause 6.5 and subject to the provisions of that Clause:

- a) such appointment rights shall be continuing and ongoing appointment rights at all times from the Signing Date;
- b) one Buyer's nominee (selected by the Buyer) shall be entitled to be present in meetings the Supervisory Council and Board of Directors of the Company and any other planning, risk accounting and marketing meetings of the Company and otherwise observe the operations of the Company; and
- c) the Sellers undertakes to procure that the Buyer's nominee is given reasonable notice of the time, location and agenda of any meetings to be held to which Clause 6.7 letter (b) applies.

The Parties acknowledge that if this Agreement terminates the right of the Buyer to appoint a nominee under Clause 6.5 shall cease to apply and the Buyer shall procure that such nominee vacates his or her position with immediate effect.

7 SELLERS' REPRESENTATIONS, WARRANTIES AND INDEMNITIES

7.1 Representations and warranties related to the Sellers

Each of the Sellers hereby represents and warrants that each of the following statements in this Clause 7.1 is true, complete, accurate and not misleading at the Signing Date:

- a) The Seller has full power and authority to execute, deliver and perform this Agreement and, subject to the satisfaction of the Conditions to Completion, to complete the sale of the relevant Sale Shares. The Seller has taken all actions necessary to execute and deliver this Agreement.
- b) Upon being duly executed by the Parties, this Agreement will constitute legal, valid and binding obligations of the Seller in accordance with the law

of its jurisdiction, enforceable against the Seller, in accordance with its terms.

- c) The person signing this Agreement on behalf of the Seller is legally authorised to do so;
- d) The Seller holds sole, full, valid title to the relevant Sale Shares. The relevant Sale Shares are fully paid and have a nominal value of ALL 1,000 each and are free and clear of any Encumbrance and convey unrestricted voting rights and there is no agreement, arrangement or obligation to create or give an Encumbrance or to restrict the voting rights in relation to any of the relevant Sale Shares, and no person is entitled or has claimed to be entitled to any Encumbrance in relation to any of such shares, and such Seller is the full and unrestricted owner of such shares.
- e) Neither the execution of this Agreement nor the performance of any of the obligations and/or transactions contemplated herein will: (i) contravene, conflict with, or result in a violation of any law to which it may be subject; (ii) result in the breach of any term or provision of, or, with the passage of time or the giving of notice, constitute a default under, or result in the acceleration of, any obligation under any agreement, instrument or other restriction to which it is a party or by which it is bound; and/or (iii) contravene, conflict with, or result in a violation or breach of any terms of its constitutive documents or any of its operating licences or any authorisation, as applicable.

7.2 Representations and warranties related to the Company

Each of the Sellers hereby represents and warrants that each of the statements in this Clause 7.2 is true, complete, accurate and not misleading as at the Signing Date:

Legal status

- a) The Company is a joint-stock company duly incorporated and validly existing under the laws of the Republic of Albania. The share capital of the Company is ALL 48,000,000 (forty eight million Albanian Lek), divided into 48,000 (forty eight thousand) ordinary shares with a nominal value of ALL 1,000 (one thousand Albanian Lek) per share.
- b) The Company is not subject to any pending dissolution, voluntary liquidation, judicial reorganisation or bankruptcy procedure initiated thereby nor has it received any subpoena or official communication in relation to the initiation or opening of any such procedure by a Third Party. No resolution has been passed by the competent corporate bodies of the Company with a view to voluntarily submitting the Company to any of the procedures above.
- c) The Company is qualified and licensed to do business in Albania.
- d) The Company has not issued or granted, and the Company is not committed to issue or grant, any new shares or any options, convertible bonds or any securities convertible or exchangeable for shares or other rights entitling the holder to acquire any shares in the Company or to participate in the profits or dividends of the Company.

Subsidiaries

- e) The Company has no subsidiaries.



Other interests

- f) The Company does not own or have any interest of any nature whatsoever in any:
- (i) shares, debentures or other securities issued by any undertaking; or
 - (ii) partnership,
- other than those interests in non-profit or professional associations where such interests do not give rise to material obligations on or liabilities for the Company

Authorization and licensing

- g) The Company has obtained and maintained all material authorisations, licences, permissions and consents necessary for the proper carrying out of any of its business activities and is not in breach of any such authorisation, licence, permission and consent which might cause a material adverse change.
- h) All material authorizations, licences, permissions and consents referred to in letter g) above are in full force and effect.
- i) There are no circumstances which indicate that any of the authorizations, licences, permissions or consents referred to in paragraph g) above will or are likely to be revoked or not renewed, in whole or in part, in the ordinary course of events (whether as a result of the Completion of the Transaction or otherwise).

Real estate

- j) The Company has a valid right to use the real estate properties necessary for the conduct of its business in all material aspects as presently conducted. Completion of the Transaction will not give rise to any right of termination or loss of any rights of use currently enjoyed by the Company in respect of the material real estate properties currently used by the Company in the conduct of its activity.
- k) In relation to such real estate properties, all agreements, contracts or arrangements granting the Company the right of use thereof have been complied with in all material respects by the Company. No rent or other similar charge related to the real estate properties used by the Company is currently under review.
- l) Except for general common used areas within office buildings, none of the real estate properties used by the Company are used or occupied by third parties.
- m) All of the Company's real estate properties are listed in Annex 5. The Company does not own or lease or occupy any other real estate property.

Assets

Save for the assets forming the object of the Finance Agreements concluded with Customers:

- n) The Company owns or otherwise has a valid right to use and has full possession and control over all material movable tangible assets with a



value exceeding 5000 Euro, that are necessary for the conduct of its business in all material aspects as presently conducted. Completion of the Transaction will not give rise to any right of termination or loss of any rights of use currently enjoyed by the Company in respect of such material movable tangible assets currently used by the Company in the conduct of its activity.

- o) The Company has not created any Encumbrances in favour of third parties on its assets referred to in letter o) above.

Material Agreements

- p) All of the agreements necessary for the conduct of the Company's activities and to which the Company is a party have been provided to the Buyer.
- q) The agreements referred to in letter p) above are in full force and effect in accordance with their terms.
- r) The Finance Agreements constitute legal, valid and binding obligations on the relevant Customer and the Company, as the case may be.
- s) An original signed copy of each Finance Agreement entered into with each Customer, together with all related documents, which are material in the context of each such agreement, is in the possession of the Company.
- t) The Company owns and controls all data which it holds relating to Customers and no Third Party has the ability, right or entitlement to use or access such data in order to sell or market financial services products or ancillary products thereto to any such Customers.
- u) There is no outstanding agreement or arrangement to which the Company is a party which involves obligations or restrictions on the part of the Company of an unusual or exceptional nature and not in the ordinary and usual course of business or is of a long term or unusual nature.
- v) The Company is not in default under any material agreement or arrangement to which it is a party.

Financial Statements and Book Value

- w) All the books of accounts of the Company are in the Company's possession and are kept in accordance with Albanian law and practice.
- x) The Filed Financial Statements have been prepared in accordance with the laws of the Republic of Albania, have been approved by the general meeting of shareholders of the Company and were submitted to the fiscal authorities in due time.
- y) The Financial Statements present a true and fair view of the financial position of the Company as at 31 December 2006 and as of the end of month immediately preceding the Transaction;
- z) The Company did not have, as of the date of the Financial Statements, any material liabilities or obligations that are not disclosed or reflected by, and reserved against, in such statements or the notes thereto.
- aa) The copy of the Financial Statements made available to the Buyer was a true and complete copy.



Position since the Financial Statements:

bb) Since the Financial Statements Date:

- (i) there has been no material adverse change in the financial position of the Company;
- (ii) the operation of the Company has been carried on in the ordinary and usual course similar to the manner in which the business was conducted during the last six (6) months prior to the Financial Statements Date, and the Company has not made or agreed to make any payment other than payments in the ordinary and usual course of business;
- (iii) no dividend or other distribution (whether in cash, stock or in kind) has been declared, authorised, paid or made, nor has there been any reduction of paid-up share capital, by the Company (except for any dividends provided for in the Financial Statements);
- (iv) no contract, liability or commitment (whether in respect of capital expenditure or otherwise) has been entered into by the Company which is of a long term and unusual nature;
- (v) no change has been made by the Company to the terms of employment or other contracts or arrangements which could increase the average staff (being employees and those individuals engaged by the Company through a contract or arrangement with another entity, as of Signing/Completion) gross salary costs of the Company, except as disclosed.
- (vi) The Company did not have, as of the end of the last month immediately preceding the Transaction, any material liabilities or obligations that are not disclosed or reflected by, and reserved against, in such statements or the notes thereto

Loans and guarantees

- cc) The Company is not obligated under any loan agreement, promissory note, letter of credit, or other evidence of indebtedness as a signatory, guarantor or otherwise.
- dd) The Company is not in default under any loan or credit agreement with any of the Sellers.
- ee) The Company has not guaranteed the payment or performance of any person and has not agreed to indemnify any person or act as a surety, or pledged securities owned by it, or otherwise agreed to be contingently or secondarily liable for the obligations of any person.

Employees

- ff) The number of employees of the Company is 5 at the date hereof.
- gg) All of the employees of the Company are employed by the Company on the basis of individual labour agreements or other agreements accepted by the laws of the Republic of Albania and such agreements are materially in line with the relevant Albanian labour legislation.
- hh) The Company is not bound by any collective bargaining agreement.



- ii) There is no union organized at the level of the Company and, to the Seller's knowledge, there is no labour strike or dispute with employees pending against the Company.
- jj) There are no plans, nor has any proposal by the Company been made, to establish any pension, retirement, death, illness, housing or other benefit programs or plans for former or current officers or employees of the Company or their dependants.
- kk) There are no amounts owing to any current employee or manager of the Company, other than remuneration monthly accrued in accordance with labour agreements. The Company is not liable (by virtue of any final judgment or award) to make any payment to any current or former employee by way of damages (whether for breach of contract or otherwise) or compensation for loss of employment or for redundancy, wrongful or unfair dismissal or for failure to comply with any order for the reinstatement of any employee or for any other liability accruing from the termination of any labor agreement.
- ll) All amounts payable to any tax or other relevant authority in respect of any employee (including any tax deductible from any amounts paid to an employee, and any national insurance, social fund or similar contributions required to be made in respect of employees) due and payable by the Company up to the date hereof have been duly paid and the Company has made all such deductions and retentions as provided by the applicable laws or regulations.
- mm) The Company does not currently have any membership or association in an employers' organization of any nature.

Litigation

- nn) Save for the legal proceedings initiated for the repossession of goods or recovery of any due amounts, as the case may be, in the ordinary course of business in case of default by the Customers under the relevant Financial Agreements, there are no legal actions, claims or proceedings pending or threatened against the Company, notified in writing to the Company, whether civil, criminal or administrative, before any court or arbitration body, and there are no pending judgments or orders of any such court or arbitration body with a value of the claim against the Company exceeding Euro 15,000.

Information Technology

- oo) The Company owns or is the lawful licensee of the material information technology (including software and databases) that it uses. The material information technology employed by the Company is in good operating condition and suitable to carry on the business of the Company in the ordinary course and for the purposes for which it was designed.
- pp) The royalties in relation to the material information technology licensed by the Company from third parties have been timely and duly paid.
- qq) The Company has proper maintenance and support contracts for the internal information technology systems.

A large, handwritten signature in black ink, appearing to read "P. J. Lee", is positioned at the bottom right of the page. To its left is a smaller, stylized initial "J".

Intellectual Property

- rr) The Company lawfully owns or has a contractual right to use the trademarks, trade names, technology, copyrights and trade secrets and other Intellectual Property necessary to and used in the conduct of the business of the Company in all material aspects as presently conducted.
- ss) The use of the Intellectual Property above does not violate the right of any person and no claim has been raised by any person with regard to the use of any of the Intellectual Property.
- tt) The Company has not acquiesced in the unauthorised use by a Third Party of the Intellectual Property owned or used by the Company.

Related Party Obligations

- uu) Except as disclosed, the Company has entered into transactions only in the ordinary course of business, on ordinary commercial terms and on the basis of arm's-length arrangements.

Insurance

- vv) There are no Outstanding Unpaid Claims in an aggregate amount in excess of Euro 10,000 (or its equivalent in other currencies) under any insurance policies and all such policies are in full force and effect on the date hereof.

Competition matters

- ww) The Sellers and the Company have not received any process, notice or other communication (formal or informal) by or on behalf of the Competition Council in relation to any issue relating to the application of the competition rules, including those of merger control.

Data Protection

- xx) The Company complies in all material respects with the applicable data protection laws and guidelines.
- yy) No notice or allegation has been received by the Company from a competent authority alleging that the Company has not complied with the applicable data protection laws and guidelines.
- zz) No notice of individual claims for compensation for breaches of applicable data protection laws or guidelines has been received by the Company.

Environment

- aaa) The Company operates in material compliance with the applicable environmental and health and safety laws and regulations.
- bbb) There has been no environmental, health or safety investigation, study, audit, test, review or other analysis conducted in relation to any of the Company's current operations or properties now or previously owned or leased by the Company, which has not been delivered to the Buyer at least ten (10) days prior to the date hereof.
- ccc) There are no hazardous materials in, on or under the real estate properties of the Company.



ddd) The Company does not have any liability for any hazardous materials, which are, or have been, contained in any assets leased to third parties by the Company. Such assets are not, and have not been in contact with hazardous materials except to the extent that such hazardous materials are necessary to support the operation of such assets.

eee) There are no present or past actions or activities, circumstances, conditions, events or incidents, including without limitation any use, storage, release, spill or disposal of any hazardous materials, or exposure of any persons to any conditions, that has or could form the basis of any assertion of any claim under applicable environmental or health or safety laws, or any other laws, against the Company or any predecessors, affiliates or agents of the Company.

Tax

fff) The Company has submitted all material Tax and other regulatory filings and documents with the respective Taxation Authorities as required by applicable Tax law and all such filings and documents have been filed in a timely manner and accurately reflect all liabilities for Taxes for the periods covered.

ggg) The Company has fully paid all Taxes by or on behalf of the Company which have become due and payable prior to the Completion Date.

hhh) All liabilities to Tax have been adequately provided for by the Company in the Financial Statements.

iii) The Company is not subject to any outstanding or pending investigation relating to Tax nor is any such investigation threatened.

jjj) The Company is not subject to any private letter ruling, or any other arrangement or agreement with respect to Taxes, by any Taxation Authority.

General Compliance

kkk) The Company has conducted its business and corporate affairs materially in accordance with all Applicable Law.

lll) No governmental or official inquiry concerning the Company is in progress or pending other than in the ordinary course of business.

7.3 Independent representations and warranties

Without prejudice to any of the provisions of Clause 8, and except as otherwise expressly provided, each of the Sellers' Warranties shall be construed as a separate and independent warranty and shall not be limited or restricted by reference to or inference from the terms of any of the other Sellers' Warranties.

7.4 Repeating the Warranties upon Completion Date

Each of the Sellers hereby represents and warrants that the statements made in this Section 7 shall be true, complete, accurate and not misleading at the Completion Date as if they had been repeated at Completion.

7.5 The rights and remedies of the Buyer in respect of any breach of the Warranties shall not be affected by Completion or by any other information relating to the Company



of which the Buyer has knowledge (however acquired and whether actual, imputed or constructive).

Each Seller is aware and acknowledges that the Buyer has entered into this Agreement in reliance on the Warranties which have induced it to enter into this Agreement.

7.6 Specific Indemnities

Notwithstanding any contrary provision in this Agreement, the Sellers shall indemnify the Buyer and keep the Buyer indemnified from and against all obligations, liabilities (including, without limitation, liabilities to Tax), losses, damages, charges, fines, penalties, costs and expenses arising from any events, facts or circumstances occurred between Signing Date and Completion Date (subject to specific provisions in Clause 6.1 hereinabove).

7.7 Any sums due pursuant to Clause 7.6 shall be promptly paid by the Sellers to the Buyer on demand by the Buyer, to the account indicated by the Buyer.

7.8 With effect from Completion, each of the Sellers hereby unconditionally and irrevocably waives any and all rights (accrued and otherwise and including, without limitation, pre-emption rights) which it may have under:

- (i) any agreement and/or agreements among (a) any of the shareholders of the Company and (b) the Company (including, without limitation, any current shareholders agreement), and/or
- (ii) the Charter

8 LIMITATION OF LIABILITY

8.1 General Limitation

The liability of the Sellers under this Agreement shall be joint and several amongst themselves.

8.2 Each Seller hereby waives and may not enforce any rights which it may have in respect of a misrepresentation, inaccuracy or omission in or from information or advice supplied or given by the Company or any present or former officer or employee of the Company for the purpose of assisting them in relation to any term of this Agreement, the making of a representation or the giving of a warranty.

8.3 Time limits

The Sellers shall not be liable for any Damage for breach of Sellers' Warranties unless the relevant claim is notified to the Sellers in writing:

- a) on or before the third (3rd) anniversary of the Completion Date in the case of a Non Tax Claim; or
- b) on or before the fifth (5th) anniversary of the Completion Date in the case of a Tax Claim.

8.4 Maximum liability

The maximum aggregate liability of the Sellers will not exceed in respect of the Seller's Warranties other than the Sellers' Warranties at Clause 7.1, an amount equal



to 100% of the Purchase Price. In respect of all Sellers' Warranties set out at Clause 7.1, the liability of the Sellers shall be unlimited.

8.5 Breach of Warranties

If there is a breach of a Sellers' Warranty and:

- (i) the value of an asset of the Company is or becomes less than the value would have been had the breach not occurred; or
- (ii) the Company is subject to or incurs a liability or an increase in a liability which it would not have been subject to or would not have incurred had the breach not occurred,

the Sellers shall pay to the Buyer, on demand, an amount equal to all Damages which would have been suffered or incurred by the Buyer (and/or its permitted assignees) and/or the Company as a result of or in connection with such breach of Warranty, i.e.:

- (x) the Buyer's Percentage of the net reduction in the value of the Company's assets or, as the case may be, the net increase in the Company's liabilities; or
- (y) the net reduction caused in the value of the Sale Shares.

8.6 Third Party Claims

In case of third party Claims that have caused a breach of the Sellers' Warranties triggering the liability of the Sellers hereunder, the Sellers shall pay to the Buyer, on demand, any Damages deriving therefrom or related thereto.

8.7

In the event the Sellers make a payment under this Agreement and at any time after making such payment, a Third Party makes a payment to the Buyer or to the Company, as the case may be, in connection with the matter for which compensation was made by the Sellers and which was not taken into account when calculating such compensation, the Buyer shall promptly pay to the Sellers an amount equal to (i) any sum recovered from the Third Party less any costs and expenses incurred in obtaining such recovery or if less (ii) the amount previously paid by the Seller to the Buyer.

8.8 No double recovery

The Buyer is not entitled to recover more than once in respect of any Damage irrespective of the fact that such Damage is the result of a breach of more than one Warranty and/or covenant or obligation under this Agreement.

9 BUYER'S REPRESENTATIONS

9.1 List of representations

The Buyer hereby represents and warrants to the Seller that each of the statements in this Clause 9.1 is true, complete, accurate and not misleading as at the Signing Date:

- a) The Buyer is a legal person, duly organized and validly existing and in good standing in accordance with the laws and regulations of the Netherlands;

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- b) The Buyer has full capacity, corporate power and authority to execute, deliver and perform this Agreement and, subject to the Conditions to Completion, complete the Transaction and it has taken all actions necessary (including the obtaining of all necessary corporate approvals) to execute and deliver this Agreement;
 - c) Except as provided by Clause 4.1 hereof or as already obtained and having remained in full force and effect, no other consent, approval, authorisation or other action by, filing with or notification to, any Public Authority is required to be made or obtained by the Buyer prior to, or as a condition to, the signing or performance of any of the Buyer's obligations under this Agreement and the acquisition of the Sale Shares;
 - d) The person/s signing this Agreement in the name and on behalf of the Buyer and the person/s signing any other documents issued in accordance with the provisions of this Agreement in the name and on behalf of the Buyer is/are legally authorised to do so;
 - e) Upon execution by the Buyer, this Agreement and all other documents to be executed pursuant to this Agreement will constitute legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms;
 - f) Neither the execution of this Agreement nor the performance of any of the obligations and/or transactions contemplated herein will: (i) contravene, conflict with, or result in a violation of any law to which it may be subject; (ii) result in the breach of any term or provision of, or, with the passage of time or the giving of notice, constitute a default under, or result in the acceleration of, any obligation under any agreement, instrument or other restriction to which it is a party or by which it is bound; and/or (iii) contravene, conflict with, or result in a violation or breach of any terms of its constitutive documents or any of its operating licences or any authorisation.
 - g) No acts have been taken and no proceedings have been filed, commenced or are pending before any court, arbitration, tribunal, arbitrator or any Public Authority in respect of the Buyer or its business, which might affect the legality, validity or enforceability of this Agreement or with respect to the Buyer or its ability to satisfy its obligations hereunder, or which could have the effect of preventing, delaying, or otherwise interfering with the Transaction. No order has been made, petition presented or resolution passed for the bankruptcy, insolvency, winding up of the Buyer or of any of its subsidiaries.
 - h) The Buyer hereby represents and warrants that its funds do not originate from illicit activities as defined by the Albanian law, EU law or international treaties to which Albania is a party.
- 9.2 Except as otherwise expressly provided, each of the Buyer's representations and warranties shall be construed as a separate and independent representation and warranty and shall not be limited or restricted by reference to or inference from the terms of any of the other Buyer's representations and warranties.



9.3 Repeating the Warranties upon Completion Date

The Buyer hereby represents and warrants to the Sellers that the statements made in Section 9 shall be true, complete, accurate and not misleading at Completion Date as if they had been repeated at Completion.

10 POST COMPLETION MATTERS

10.1. Non-compete

- a) Each of the Sellers agrees with the Buyer that it shall not, and it shall procure that the Relevant Entities shall not, whether alone or jointly with another and whether directly or indirectly, carry on or be engaged in any manner whatsoever in any Competing Business at any time during the period of eighteen (18) months immediately after the Completion Date.
- b) For this purpose, Competing Business means a business:
 - (i) which competes with any business carried on by the Company as at the Signing Date and/or the Completion Date; and
 - (ii) which is carried on within the geographical area in which the Company carries on that business as at the Signing Date and/or the Completion Date.

10.2. Non-solicitation

Each of the Sellers agrees with the Buyer that it shall not, and that it shall procure that none of the Relevant Entities shall, within the period of eighteen (18) months immediately after the Completion Date, whether alone or jointly with another and whether directly or indirectly, solicit or endeavour to entice away from the Company, offer employment to or employ, or offer or conclude any contract for services with any person who was an employee of the Company, or engaged by the Company through a contract or arrangement with another entity, in skilled or managerial work at any time on or between December 31, 2006 and the Completion Date. Without prejudice to the foregoing provisions of this Clause 10.2, each of the Sellers agrees with the Buyer that it shall not, and that it shall procure that none of the Relevant Entities shall, within the period of twenty-four (24) months immediately after the Signing Date, whether alone or jointly with another and whether directly or indirectly, solicit or endeavour to entice away from the Company to the benefit of a Competing Business, or offer or conclude any contract for services related to a Competing Business with any customer, supplier, distributor, agent or any other person involved or in the process of becoming involved in business transactions with any of the Company at any time during the eighteen (18) months ending on the Completion Date.

10.3. Independent undertaking

Each of the Sellers acknowledges and agrees that the restrictions contained in Clauses 10.1. and 10.2. above constitute an entirely separate and independent restriction and that the duration, extent and application of each of the respective restrictions are no greater than is reasonable and necessary for the protection of the interests of Buyer and the Company but that, if any such restriction shall be adjudged by any court or authority of competent jurisdiction to be void or unenforceable but would be valid if part of the wording thereof were to be deleted and/or the period

thereof were to be reduced and/or the area dealt with therein were to be reduced, the said restriction shall apply within the jurisdiction of that court or competent authority with such modifications as may be necessary to make it valid and effective.

11 BREAK-UP FEES

- 11.1 This Agreement may only be terminated in accordance with Clause 5.2 hereinabove.
- 11.2 Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement shall end (except for the Surviving Provisions) but, for the avoidance of doubt, all rights and liabilities of the Parties which have accrued prior to termination shall continue to exist. In the event that termination of this Agreement results from a breach by any Seller of any of its obligations under this Agreement, then the Sellers shall pay to the Buyer the Sellers' Break-up Fee. In the event that termination of this Agreement results from a breach by the Buyer of any of its obligations under this Agreement, the Buyer shall pay to the Sellers the Buyer's Break-up Fee.
- 11.3 The Buyer Break-up Fee, if due, shall be paid by the Buyer to the Sellers within 20 Business Days of a demand for the same by the Sellers.
- 11.4 The Sellers Break-up Fee, if due, shall be paid by the Sellers to the Buyer within 20 Business Days of a demand for the same by the Buyer.
- 11.5 Notwithstanding any other provision of this Agreement, in the event that Completion occurs, none of the Break-up Fees shall be payable under this Agreement.

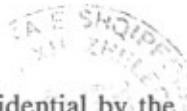
12 TERMINATION

Should Completion not take place by the Long Stop Date, due to any Condition to Completion not being satisfied or fulfilled or, if permissible, waived by the Long Stop Date, then either Party may terminate this Agreement (except for the Surviving Provisions) with immediate effect by simple written notice, without the fulfilment of any further formality and without the need to follow any judicial procedure, unless the Parties have agreed in writing to postpone Completion to another date. Termination shall not affect any accrued rights or liabilities of either Party and shall always be subject to provisions set forth in Clause 11 above.

13 CONFIDENTIALITY AND ANNOUNCEMENTS

13.1 Confidential information

All information and documents provided by or on behalf of the Seller, the Company to the Buyer (or its representatives or advisers) or provided by or on behalf of the Buyer to the Seller (or its representatives and advisers) and/or the Relevant Entities in relation to the Transaction shall be kept confidential and shall not be directly or indirectly used for any competitive or other commercial purpose or for any purpose whatsoever, provided that the Buyer may disclose such information and documents to other members of the Buyer's Group and, after the occurrence of Completion, the Buyer may disclose any such information and documents to any person except that the terms of this Agreement and of any related transaction documents and the



negotiations leading to this Agreement shall be kept confidential by the Parties and the members of the Buyer's Group. Each Party will cause its advisers, employees, representatives and successors and the Buyer shall cause members of the Buyer's Group, and the Seller shall cause each of the Relevant Entities, having access to such information to keep the confidentiality thereof and to comply with the obligations restricting the use of such information as if each was bound on the same terms as the Buyer and the Seller respectively.

13.2. Confidentiality obligations

In addition to the obligations established in Clause 13.1, if the Completion does not occur, the Party receiving the information and documents shall return them to the Party which provided such information/documents or, for those which cannot be or are not requested to be returned to the Party which provided them, shall destroy such information or documents and any other materials containing, reflecting or referring to such information. Each Party will cause its advisers, employees, representatives and successors and the Buyer shall cause members of the Buyer's Group, and the Seller shall cause the Relevant Entities, having access to such information to comply with this obligation as if each was bound on the same terms as the Buyer and the Seller respectively. Nevertheless, such obligation shall not preclude the respective Party from observing its obligations under mandatory law or regulation of any governmental, legislative or regulatory entity, which is applicable to the respective Party.

13.3. Exceptions

The obligation of the Parties and their representatives, employees and advisers, and the obligation of the Buyer in respect of the Buyer's Group, to keep confidential the above-mentioned information shall not apply to any information which:

- a) was already obtained in a legal manner by the Party receiving the information and such Party was not under any duty of confidentiality;
- b) was then generally known to the public;
- c) became known to the public through no fault of the Party who received the information from a Third Party not bound by an obligation of confidentiality;
- d) represents disclosures in accordance with an order of a court of competent jurisdiction or regulatory authority or in accordance with the applicable laws and regulations or rules of any recognized stock exchanges, which the Party receiving the information must comply with;
- e) represents disclosures necessary to support a claim or defence in a dispute initiated in relation to this Agreement, or any other agreement entered into under or pursuant to this Agreement;
- f) represents disclosure which is made to professional advisers of the Buyer or the Sellers on terms that such professional advisers undertake in writing to comply with the confidentiality provisions set out in this Agreement, in respect of such information, as if they were a party to this Agreement;
- g) could be used by the Party receiving it on the basis of the other's Party prior written approval regarding the disclosure or use of the information;
- h) is necessary for the purpose of fulfilment of any Conditions to Completion,

provided that prior to disclosure or use of any information pursuant to Clause 13.3 letters (d) and (e), the Party concerned shall promptly notify the other Party of such requirement.

13.4. Public disclosure

- a) Without prejudice to Clause 13.4(b), from and after the date of this Agreement, no Party shall make or issue, or cause to be made or issued, any public disclosure concerning this Agreement, the terms and conditions hereof or the Transaction, without consulting and coordinating with the other Party before making such public disclosure.
- b) From and after the date of this Agreement, no Party shall make or issue, or cause to be made or issued, any announcement, press release or written statement concerning this Agreement, the terms and conditions hereof or the Transaction, without the prior written consent of the other Party.

13.5. Survival

The provisions of this Section 13 shall survive the termination of this Agreement.

14 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing law

This Agreement will be governed by and construed in accordance with the laws of Republic of Albania.

14.2. Dispute resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, that cannot be resolved by amicable negotiations within sixty (60) days shall be submitted for settlement to the International Commercial Arbitration Court in Paris, France, under the Rules of the International Chamber of Commerce, by three arbitrators appointed in accordance with the said Rules. The arbitration decision will be final and binding.

The Parties hereto agree that the decision of the arbitrators, who shall determine, among other matters, what, if any, damages have arisen, shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the parties hereto hereby irrevocably waive any objections to or claims of immunity or lack of personal jurisdiction in respect of such enforcement.

15 WAIVER

15.1 Conditions of a waiver

Except as specifically provided in this Agreement, no waiver of any right or privilege under this Agreement, including a waiver of a breach of any provision hereunder, shall be effective unless the same shall be in writing, and then such waiver shall be effective only in the specific instance, for the purpose for which the same is given, and such waiver shall not operate as a waiver of any other provision of this Agreement or of any future application or breach of the provision so waived.



15.2. No renunciation

- a) Except as specifically provided in this Agreement, the Parties agree that no failure or delay on the part of the Seller or the Buyer to exercise any right or privilege under this Agreement will operate as a waiver thereof. No extension of time for the performance of any obligation or act hereunder shall be deemed to be an extension of time for the performance of any other obligation or act.
- b) Except as specifically provided in this Agreement, the Parties agree that no single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other right or privilege by the Seller or the Buyer under the terms of this Agreement.

16 WITHHOLDING TAX AND GROSS-UP

16.1. Gross-up

The Parties shall pay all amounts payable by them under this Agreement free and clear of all deductions or withholdings unless the law requires a deduction or withholding. If a deduction or withholding is so required, the Party obliged to deduct or withhold any such amount shall do so only upon the prior written notification given by the other Party in respect of the amounts to be deducted or withheld.

16.2. Procedural aspects

- a) If any Party is required to make any deduction or withholding in respect of any Tax, it shall remit the full amount required to be deducted or withheld to the relevant authority within the time allowed for such payment under the Applicable Law. The Party obliged to pay the amount in respect of which a deduction or withholding has been made shall request a receipt from the applicable authority and shall deliver to the Party receiving such amount within 3 Business Days after it has received such a receipt from the applicable authority, an original receipt (or a certified copy thereof) issued by such authority evidencing the payment to such authority of all amounts required to be deducted or withheld.
- b) If any Party pays any additional amounts to the receiving Party hereunder and the receiving Party, acting in good faith, determines that it has received or been granted (and has derived full use and benefit from) a refund of tax or credit against tax by reason of payment made by the other Party to the applicable authority, then the receiving Party shall reimburse, the Party with an amount equal to the lesser of the refund of tax or credit against tax (as the case may be) and the additional amount paid pursuant to Clause 16.1, so that the reimbursement will leave the receiving Party in no better or worse position than it would have been in if no withholding or deduction had been required.

17 MISCELLANEOUS CLAUSES

17.1. Severability



In the event that any of the provisions of this Agreement is or becomes thereafter illegal, invalid or unenforceable under the applicable law, the legality, validity and enforceability of the other provisions of this Agreement shall not be affected or prejudiced by it.

17.2. Entire Agreement

This Agreement contains the entire agreement and understanding of the Parties and supersedes any prior agreement or understanding regarding the subject matter contained herein. No Party hereto shall be entitled to rely on any prior agreement, understanding or arrangement which is not expressly set forth in this Agreement.

17.3. Modifications

No modification of this Agreement shall become effective unless made in writing and signed by, or on behalf of, each of the Parties.

17.4. Further Assurance

Each of the Parties agrees to perform, or procure the performance of, all further acts and things and execute and deliver, or procure the execution and delivery of such further documents as may in each case be required by law or as may be necessary or reasonably required by the Buyer or the Seller respectively to implement and give effect to this Agreement and the Transaction contemplated hereunder for the purpose of vesting in the Buyer the full benefit of the assets, rights and benefits to be transferred to the Buyer, including, without limitation, the execution of all deeds and documents, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them.

In the absence of specific agreement to the contrary, each Party shall be responsible for all of its own costs and expenses incurred in giving effect to the provisions of this Clause 17.4.

17.5. Notification

All demands, notifications and communications addressed to any Party and made pursuant to the provisions of this Agreement shall be made in writing in English language and will be either: (i) transmitted personally, (ii) transmitted through fax, (iii) transmitted through registered mail, or (iv) by courier, to addresses specified herein under or to another address beforehand indicated.

For the Buyer: Emerging Europe Leasing and Finance (EELF) B.V.
33 Bvd. Aviatorilor, Buharest, Romania

For the attention of: Mr. Horia Manda
Facsimile no.: +40 21 222 8504

For the Seller: Mr. Hysen Ruka
Rr. Brigada VIII, Tirana, Albania

For the attention of: Mr. Hysen Ruka
Facsimile no.: + 355 4 250716

Each demand, notification and communication made pursuant to the provisions of this Agreement will be considered received by, and served on, the Party to which they are addressed: (i) on the day of delivery, if the demand, notification or communication (as the case may be) has been delivered personally or by courier or (ii) on the date of the fax transmission, provided that a facsimile-generated confirmation statement is retained by the sender and delivered to the recipient upon request - in case of transmissions by fax or (iii) on date when receipt confirmation is signed - for registered mail transmissions.

17.6. Costs and fees

Except as otherwise expressly provided in this Agreement or in an agreement entered into as part of the Transaction, the Company shall bear all fees, costs and expenses incurred by the Parties in connection with the preparation, negotiation, entry into and performance of this Agreement and the Transaction, including but not limited to, all fees and expenses of any agents, representatives, attorneys, accountants, finders, investment bankers and other advisers.

17.7. No assignment of Agreement

None of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of the Seller and the Buyer.

17.8. Counterpart execution

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement but all of the counterparts shall together constitute one and the same instrument.

I, the Notary Public, after reading the full content of this Agreement loudly to the Parties, in the presence of the English translator Bujar Taho, they found them in conformity with their full and free will, after they signed in my presence, I certify the signatures according to the Albanian law.

EMERGING EUROPE LEASING AND FINANCE (EELF) B.V.

By _____

Name: Thomas Michael Higgins
Title: Authorized Signatory

Thomas Higgins

HYSEN RUKA

By _____

Hysen Ruka

BASRI RRUKA

By _____

Basri Rruka

J. M. J. M. J.

IBRAHIM KRUJA

By Ibrahim Krupa 



ARDIAN KAMBERI

By Ardian Kamberi 

STEPHEN STRAUSS

By SS 
STEPHEN STRAUSS

Translator: Bujar Taho

BUJAR TAHO



THE NOTARY

U. EMBODA
TAKSA E PULLES



Annex 1
Form of Completion Certificate

This Completion Certificate is entered into on [date] by and between:

EMERGING EUROPE LEASING AND FINANCE (EELF) B.V. is a private company with limited liability incorporated under the laws of Netherlands, under Trade Registry number 34254970, having its registered office at Amsterdam and a business office at Prins Bernhardplein 200, 1097 JB Amsterdam, The Netherlands, (hereinafter referred to as "EELF" or the "Buyer"), duly represented by Thomas Michael Higgins, in his capacity as Attorney-in-fact,

and

1. Hysen Ruka
2. Basri Rruka
3. Ibrahim Kruja
4. Ardian Kamberi
5. Stephen Strauss

(hereinafter referred to as the "Sellers").

NOW THEREFORE it is hereby agreed:

Pursuant to Clause 5.3 of the Share Sale-Purchase Agreement (the "Agreement") relating to shares in Landeslease Sh.A., entered into on 16 January 2008 between the Sellers and the Buyer, the Sellers and the Buyer agree that this document shall serve as the Completion Certificate as contemplated thereunder. All capitalised terms not otherwise defined herein shall have the meanings contemplated by the Agreement.

Each of the Sellers and the Buyer hereby confirms and acknowledges that, for purposes set forth and defined in the Agreement, all of the Conditions to Completion set out in Section 4 of the Agreement have been fully performed.

Each of the Sellers and the Buyer hereby confirms that all their representations and warranties as set forth in Section 7 and respectively in Section 9 of the Agreement are true, complete and accurate and not misleading, in all material respects and suffered no alteration as from the Signing Date of the Agreement.

This Completion Certificate is executed and delivered as a deed.

In witness whereof, this Completion Certificate has been executed with legal and binding effect of the date first written above.



**Executed and delivered as a deed by EMERGING EUROPE LEASING AND
FINANCE (EELF) B.V.**

By: _____

Name: Thomas Michael Higgins

Title: Authorized Signatory



Executed and delivered as a deed by []

HYSEN RUKA

By _____

BASRI RRUKA

By _____

IBRAHIM KRUJA

By

ARDIAN KAMBERI

By _____

STEPHEN STRAUSS

By _____

By: _____

Name: [•]

Title: [•]



Annex 2

Entities to be notified in relation to change of control

1) Banks:

American Bank of Albania, Emporiki Bank-Albania, Credins Bank, First Investment Bank--Albania, Banka Kombetare Tregtare (National Commercial Bank).

2) Regulatory Authorities: National Registration Center



A handwritten signature in black ink, appearing to read "Mr. Rexhep Peci". The signature is fluid and cursive, with "Mr." at the beginning, followed by "Rexhep" and "Peci" joined together.

Annex 3
Key Employees

1. Ardian Kamberi, Chief Executive Officer
2. Ibrahim Kruja, General Manager-Leasing
3. Alkion Elezi, Chief Financial Officer
4. Bledar Cenameri, Chief Legal Officer



A series of handwritten signatures in black ink. The first signature on the left appears to be "Ardi Kamberi". The middle signature is "Bledar Cenameri". To the right of these are other less distinct signatures.

REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE
Nr. Rep. 297
Nr. Kol. 82



KONTRATE SHIT-BLERJEJE
AKSIONESH
NE LANDESLEASE SH.A

Midis

EMERGING EUROPE LEASING AND FINANCE (EELF) B.V.
Si Bleres

Dhe

Hysen Ruka
Basri Rruka
Ibrahim Kruja
Ardian Kamberi
Stephen Strauss

Si Shites

Date: 16 Janar, 2007

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Ne Tirane, Shqiperi, sot me dt. 16 Janar 2008, perpara meje Julian Zhelegu, Noter i Dhomes se Notereve te Tiranes, u paraqiten palet e meposhtme per te ekzekutuar kete Kontrate te Aksionareve e cila permban afatet dhe kushtet e meposhtme:

1. Emerging Europe Leasing and Finance (EELF) .V., nje shoqeri me perjegjesi te kufizuara, private, themeluar sipas legjislacionit Holandez, me numer Rregjistri Tregtar 34254970, me seli ne Amsterdam dhe qender aktiviteti ne Prins Bernhardplein 200, 1097 JB Amsterdam, Holand (ketu me poshte referuar si "EELF" ose "Bleresi"), perfaqesuar ligjerisht nga Thomas Michael Higgins, qytetar i Shteteve te Bashkuara te Amerikes, madhor dhe me zotesi te plete juridike per te vepruar, i identifikuar me pasaporte nr. Z8205665, leshuar ne 28.11.2000, banues ne Sofia, blvd. Vassil Levski 110, ap. 25, me cilesine e perfaqesuesit ligjor;

2. Hysen Ruka, qytetar Shqipetar, madhor, me zotesi te plete juridike per te vepruar, identifikuar me pasaporte nr. Z1261420, leshuar nga MB (Ministria e Puneve te Mbrendshme) ne 31 Tetor 2006, banues ne Rr. Pjeter Bogdani, Pl. Kuq 7/1, Tirane, Shqiperi, dhe

3. Basri Rruka, qytetar Shqiptar, madhor, me zotesi te plete juridike per te vepruar, identifikuar me pasaporte nr. Z0538742, leshuar nga MPJ (Ministria e Puneve te Jashtme) ne 10 korrik 2007, banues ne Rr. Punctoret e Rilindjes, Pl. 2, Tirane, shqiperi

4. Ibrahim Kruja, qytetar Shqiptar, madhor, me zotesi te plete juridike per te vepruar, identifikuar me pasaporte nr. Z1557749, leshuar nga MRP (Ministria e Rendit Publik) ne 29 Gusht 2005, banues ne Rr. Dibres, Pl. 317/1, Ap. 9, Tirane, Shqiperi, dhe

5. Ardian Kamberi, qytetar Shqiptar, madhor, me zotesi te plete juridike per te vepruar, identifikuar me pasaporte nr. Z0519428, leshuar nga MRP (Ministria e Rendit Publik) ne 28 Mars 2003, banues ne Rr. Komuna e Parisit, 4 Kullat, Gidina B/3, Tirane, Shqiperi, dhe

6. Stephen Strauss, Stephen Barclay Strauss, qytetar I Shteteve te Bashkuara te Amerikes, madhor, me zotesi te plete juridike per te vepruar, identifikuar me pasaporte nr. 710297645, leshuar nga Qendra Kombetare e Pasaportave ne 23 Qershori 2003, banues ne Rr. Deshmoret e 4 Shkurtit, Pall. 4/9, Tirane, Shqiperi

Hysen Ruka, Basri Rruka, Ibrahim Kruja, Ardian Kamberi dhe Stephen Strauss jane bashkarishte referuar si "Shitesit",

secili nga Shitesit dhe Bleresi individualisht referohen si "Pale" ose bashkarisht referohen si "Palet" (sipas kontekstit)

PREAMBULA

- (A) Meqenese, Landeslease Sh. A. ("Shoqeria") eshte nje Shoqeri Anonime organizuar sipas legjislacionit te Republike se Shqiperise, me seli ne Rr Donika Kastrioti, Kotoni Center, kat. i 4, nr. 3, Tirane, Shqiperi;
- (B) Meqenese, qe nga kjo date, Shoqeria ka nje kapital aksionar te emetuar dhe te paguar prej 48,000,000 ALL(dyzet e tete million Leke Shqiptare), te ndara ne 48, 000 aksione me nje vlere nominale pre 1,000 ALL secili (vecmas "Aksion" dhe se bashku "Aksionet")
- (C) Meqenese, Hysen Ruka eshte zoterues I 25,200 Aksioneve, ne Shoqeri, te numruara ne menyre perfshirese nga 1 deri ne 25,200, qe perfaqesojne 52,2% te kapitalit aksionar te Shoqerise, prej te cilave nje numer prej 6,364 Aksionesh qe perfaqesojne 13.26% te kapitalit aksionar te Shoqerise do ti shiten Bleresit ("Aksionet e Hysen Ruka");

- (D) Meqenese, Basri Rrula eshte zoterues i 11,920 Aksionesh ne Shoqeri, te numruara ne menyre perfshire nga 25,001 deri ne 37,120, qe perfaqesojne 24.8% te kapitalit aksionar te Shoquerise, prej te cilave nje numer prej 3,010 Aksionesh, qe perfaqesojne 6.27% te kapitalit aksionar te Shoquerise do ti shiten Bleresit (“**Aksionet e Basri Rruka**”)
- (E) Meqenese, Ibrahim Kruja eshte zoterues i 4,480 Aksioneve ne Shoqeri, te numruara ne menyre perfshire nga 41601 deri ne 46,080, qe perfaqesojne 9.3% te kapitalit aksionar te Shoquerise, prej te cilave nje numer prej 1,131 Aksionesh, qe perfaqesojne 2.36% te kapitalit aksionar te Shoquerise do ti shiten Bleresit (“**Aksionet e Ibrahim Krujes**”)
- (F) Meqenese, Ardian Kamberi eshte zoterues i 4,480 Aksione, te numruara ne menyre perfshire nga 37,121 deri ne 41601 ne Shoqeri, qe perfaqesojne 9.3% te kapitalit aksionar te Shoquerise, prej te cilave nje numer prej 1,131 Aksionesh, qe perfaqesojne 2.36% te kapitalit aksionar te Shoquerise do t'i shiten Bleresit (“**Aksionet e Ardian Kamberit**”)
- (G) Meqenese, Stephen Strauss eshte zoterues i 1,920 Aksionesh, te numruara ne menyre perfshire, ne Shoqeri, qe perfaqesojne 4% te kapitalit aksionar te Shoquerise prej te cilave nje numer prej 485 Aksionesh, qe perfaqeson 1.01% te kapitalit aksionar te Shoquerise do t'i shitet Bleresit (“**Aksionet e Stephen Strauss**”);
- (H) Meqenese, Bleresi ka rene dakord te bleje dhe marr dhe Shitesi ka rene dakord t'i shese Bleresit Aksionet ne Shitje (ky term eshte percaktuar me poshte) ne perputhje me dispozitat e kesaj Konrate;

SI RRJEDHIM, Palet duke deshiruar te jene ligjerisht te detyruar nga kjo Konrate, kane rene dakord si me poshte;

1 PERKUFIZIME DHE INTERPRETIME

1.1 Perkufizime

Termat e kapitalizuara te perdorura por jo te perkufizuara ketu do te kene kuptimin e dhene ne Marreveshjen e Aksionareve datuar ne te njejtene date midis **EELF** dhe Shitesve (“**Marreveshja e Aksionareve**”). Megjithate sa here qe perdoren ne kete Konrate (perfshire edhe anekset), pavec kur konteksti e kerkon ndryshe, termat e me poshtem do te kene kuptimet e meposhtme;

“Filial”	nenkupton, ne lidhje me ndonje Shoqeri, cdo Shoqeri tjeter e ndryshme prej saj qe, direkt ose indirekt permes nje ose me shume ndermjetesh, kontrollon, kontollohet ose eshte nen kontrollin e perbashket me shoqerine respektive;
“Konrate”	Nenkupton kete Konrate Shit-Blerje Aksionesh (perfshire edhe anekset e saj) sic amendohet ose plotesohet here pas here ne perputhje me kushtet e parashikuara;
“ALL”	nenkupton Lekun Shqiptar, monedhen ekzistuese ne Shqiperi;
“Ligji Zbatueshem”	i Nenkupton ligjet, dekreteret ose rregulloret ose cdo lloj tjeter legjislativi primar ose sekondar qe eshte ne fuqi ne Shqiperi ne kohen e caktuar;
“Auditor”	Nenkupton nje prej 4 Shoqerive te Medha te Auditimit;
“Librat dhe Rekordet”	Nenkuptojne te gjitha librat dhe rekordet e Shoquerise perfshire pa kufizim, te gjitha njoftimet, korrespondencen, porosite, kerkesat, skicat, planet, librat e llogarise (perfshire llogarite e menaxhimit dhe cdo rekord tjeter llogarimbajtjeje) dhe dokumenta te tjera dhe te gjithe disqet kompjuterike, kasetat, programet e makinerive ose cdo rekord tjeter ;
“Pagesat per	Pagesat e Bleresit per Zgjidhjen e Kontrates dhe Pagesat e Shitesit per

Zgjidhjen Kontrates”	e	Zgjidhjen e Kontrates;
“Dite Pune”		Nenkupton cdo dite, te ndyshme nga e Shtuna, e Djela ose pushimet publike, ne te cilat bankat jane hapur per transaksione ne Amsterdam dhe Tirane;
“Pagesa e Bleresit per Shpendarjen”		nenkupton 300,000 Euro;
“Grupi i Bleresit ”		Nenkupton Bleresin dhe Filialet e tij;
“Perqindja Bleresit ”	e	Nenkupton pjesemarrejen e Bleresit ne kapitalin aksionar te Shoqerise pas Zbatimit te Kontrates;
“Statut”		Nenkupton, ne lidhje me Shoqerine, aktet e saj konstitutive sic jane ndryshuar deri dhe duke perfshire daten e ketij akti;
“Pretendim”		Nenkupton cdo pretendim per shkelje te Garantimit si parashikohet ne Piken 8.5. ose cdo njoftim ose pretendim nga Pala e Trete, detyrim, gjobe ose kerkese tjeter sipas Pikes 8.6. ketu me poshte;
“Veprimtari Konkuruese”		Ka kuptimin e dhene ne Piken 10.1;
“Autotiteti Konkurencës”	i	Nenkupton Autoritetin rregullator Shqiptar te Konkurencës ne perputhje me Ligjin Shqiptar te Konkurencës nr. 9121 date 28 Korrik, 2003, te ndryshuar;
“Zbatimi Kontrates”	i	Nenkupton perm bushjen nga se cilë prej Shitesit dhe Bleresi i detyrimeve të tyre perkatese parashikuar ne Seksionin 5 ketu perfshire transferimin e titullit te pronesise dhe pagimin e Cmimit te Blerjes ;
“Vertetimi Zbatimit te Kontrates ”	te	Ka kuptimin e dhene ne Piken 5.3;
“Data e zbatimit te Kontrates ”		Ka kuptimin e dhene ne Piken 5.1;
“Kushtet Zbatimit te Kontrates”	e	Ka kuptimin e dhene ne Piken 4.1;
“Klient”		Nenkupton cdo klient i cili ka një Marreveshje Financiare me Shoqerise;
“Demet”		Nenkupton detyrimet, pergjegjesitë, humbjet, demet, pagesat, gjobat, kostot dhe shpenzimet (perfshire edhe kostot e arsyeshme ligjore qe nuk kalojne 20% te vleres se Pretendimit perkates), ne se cilin rast, te cdo natyre qofshin;
“Barre”		Nenkupton cdo hipoteke, barre, peng, garanci, e drejtë per shit-blerje, kufizim, te drejta parablerje, te drejta perparesie, te drejta te paleve te trete, ose barre siguruese apo cdo lloj tjeter barre ose cdo lloj tjeter marreveshjeje preferenciale (perfshire, pa u kufizuar ne marreveshje per transferimin e pronesise apo pronesine me kusht) qe kane efekt te ngjashem;
“Euro”		Nenkupton monedhen e perbashket te prezantuar ne shtetet anetare te Bashkimit European qe kane adoptuar kete monedhe ne fillim te fazes se trete te Bashkimit Ekonomik dhe Monetar European ne perputhje me Traktatin qe themelon Bashkimin European, te ndryshuar;
“Ekspozim”		Nenkupton cdo hua, garanci ose cdo ekspozim tjeter (perfshire, por duke mos u kufizuar, ne huante e Shoqerise, garancite dhe zerat jashtë bilancit;
“Pasqyra Financiare	te	Nenkupton pasqyrat financiare te Shoqerise percatitur per vitin 2006 perfshire, pa kufizim, shenimet;

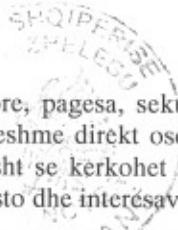


Dorezuara”	
“Marreveshje Financiare ”	Nenkupton cdo marreveshje financiare midis nje klienti ne nje ane dhe Shoqerise ne anen tjeter perfshire, pa kufizim, cdo marreveshje kredie, marreveshje leasing ose marreveshje huaje, dhe cdo marreveshje ne lidhje me sa ketu, perfshire kushtet e cdo garancie te dhene Shoqerise nga nje klient ose nga nje Shoqeri/person tjeter ;
“Pasqyra Financiare ”	Nenkupton pasqyrat financiare te audituara te Shoqerise pergaatitur per vitin 2006 sipas gjendjes ne perfundim te muajit paraardhes te transaksionit perfshire pa kufizim shenimet dhe raportet e Eksperteve Kontable (Auditoreve) , sic paraqitet nga Shitesit tek Bleresi , audituar nga Z. Naxhip Ceci, addresa Rruga e Elbasanit, pall 12 katesh, Tirane, Shqiperi;
“Data e Pasqyrave Financiare ”	Nenkupton 31 Dhjetor 2006;
“IFRS”	Nenkupton Standartet Nderkombetare te Raportimit Financiar, standartet e llogari-mbajtjes te dhena nga Bordi i Standarteve Nderkombetare te Kontabilitetit, zbatuar per qellimet e pergaatitjes se Pasqyrave Financiare ;
“Pronesi Intelektuale ”	Nenkupton, ne cdo rast, patentat, markat tregtare, markat e sherbimit, logot, emrat tregtare, emrat e domain-it te internetit, te drejtat e dezinximit, e drejta e autorit (i) te regjistruala ose (ii) te aplikuara per rregjistrim ose (iii) te parregjistruala nese ligji i zbatueshem nuk kerkon rregjistrim per krijimin e tyre, (perfshire, pa kufizime, te drejtat ne matjen e sjelljes se konsumatorit/klientit dhe/ose programet kompjuterike) dhe te drejtat e te dhenave si dhe te drejtat ose format e mbrojtjes qe kane efekt ekuivalent ose te ngjashem me ndonje nga keto qe mund te ekzistojne kudo ne bote.
“Te Punesarit Kryesore”	Nenkupton personat e listuar ne Aneksin 4;
“Dita Long Stop ”	Nenkupton diten e fundit te Zbatimit te kesaj Kontrate, e cila eshte 15 Shkurt, 2008, ose cdo date tjeter qe vendoset bashkarisht me shkrim nga Palet, qe i nenshtrohet pushimit te te Drejtave dhe Detyrimeve te Paleve te percaktuara ketu;
“Ndryshim Negativ Rendesishem ”	i) nenkupton: <ol style="list-style-type: none">Fillimin e nje procedure falimentimi, likuidimi ose shperndarje ne lidhje me Shoqerine, qe nuk eshte rehabilituar deri ne Daten Long Stop; oseShoqeria peson nje humbje financiare neto ne tejkalim te 300,000, Euro i cili nuk eshte rehabilituar deri ne Daten Long Stop ; oseNje ndryshim, miratim i nje ligji te ri (perfshire pa kufizim, legjislacionin sekondar) Shqiptar ose nje percarje e pergjithshme ne tregjet financiare dhe bankare ne Shqiperi e cila pengon ose kufizon Shoqerine ne ofrimin e ndonje prej produkteve ose sherbimeve qe Shoqeria aktualisht ofron ose qe rrisin koston e pesuar (ose qe mund te pesohet) nga Shoqeria gjate ofrimit te produkteve dhe/ose sherbimeve, ne secilin rast te tilla qe vlera e tregut e Shoqerise te reduktohet me 10% krahasuar me Cmimin e Blerjes ;
“NAV”	Nenkupton totalin e konsoliduar te aseteve te Shoqerise pa totalin e konsoliduar te perjegjesive te Shoqerise (llogaritur ne perputhje me IFRS);
“Pretendimet s’lidhen me	Nenkupton nje Pretendim te ndryshem nga pretendimi per tatimet;



tatimet ‘

“Urdherese”	Ka kuptimin e dhene ne Piken 4.1(f);
“Pretendim Papaguar Vonuar”	I Ne lidhje me mospermbushjen nga ana e nje Klienti e nje detyrimi sipas Kontrates Financiare, nje pretendim I depozituar nga-Shoqeria per te cilin asnj vendim nuk eshte komunikuar Shoqerise ose Shoqerise perkatese te sigurimeve;
“Autoritetet Publike”	Nenkupton qeverisjen rjonale, qeverisjen vendore, cdo organ kombetar, suprakombetar, qendor ose lokal, qeveritar ose administrative, financiar, gjyqesor, tregulator, I kontrolluar nga qeveria, institucion publik i pavarur, cdo agjenci ose entitet, komision, department, autoritet, gjykate, tribunal arbitrazhi, ministri, autoritete vet-rregullatore, bankat qendrore (ose cdo person I kontrolluar nga qeveria ose jo, i cfarelore quajtur ose sidoqe te jete krijuar, qe ushtron funksionet e nje banke qendrore), ose organizata te ngjashme;
“Cmimi i Blerjes”	nenkupton 200, 000 Euro;
“Entitetet Perkatese”	Nenkupton (i) cdo trashegimtar ne te drejtat, detyrimet dhe/ose funksionet e Shitesit (ii) cdo filial te cdonjerit prej Shitesve dhe (iii) cdo filial i cdo trashegimtari te drejtash, detyrimesh dhe/ose funksionesh te ndonje prej Shitesve ;
“Perqindja Perkatese”	nenkupton, ne rastin e secilit prej Shitesve, numrin e Aksioneve te shitura nga Shitesi, i llogaritur si nje proporsion i kapitalit aksionar te emetuar te Shoqerise menjehera perpara Zbatimit (shprehur si nje perqindje);
“Aksionet shitje”	ne Nenkupton totalin e Aksioneve te Hysen Rukes, Basri Rrukes, Ibrahim Krujes, Ardian Kamberit dhe te Stephen Strauss;
“Llogaria Shitesit”	e nenkupton, ne lidhje me secilin nga Shitesit, llogarine e hapur nga Shitesi ne Banken e Shitesit ku pagesa e Cmimit te Blerjes do te behet, ne perputhje me afatet dhe kushtet e kesaj Kontrate;
“Banka e Shitesit”	nenkupton, ne lidhje me secilin Shites, banka ku llogaria e Shitesit eshte hapur ;
“Pagese e Shitesit per Zgjidhjen e Kontrates”	nenkupton 300,000 Euro;
“Garantimet Shitesit ”	e Nenkupton deklarimet dhe garantimet e Shitesit ne Seksionin 7;
“Regjistri Aksionareve ”	i Nenkuption regjistrin e Aksionareve te Shoqerise;
“Data Nenshkrimi”	e Nenkupton daten e kesaj Kontrate;
“Dispozita Mbijetuese”	nenkupton Pikit 1.2. (Interpretimi), 11 (Pagesat ne rast Zgjidhjeje te Kontrates), 13 (Konfidentialiteti dhe Njoftimet), 14 (Ligi i zbatueshem dhe Zgjidhja e Konflikteve), 17.1 (Pacenueshmeria e Dispozitave), 17.2. (Kontrata ne Teresi), 17.6 (Kostot dhe Pagesat) dhe 17.7 (MosTransferimii i Kontrates);
“Tatim”	Nenkupton dhe perfshin, pa kufizime, te gjitha taksat, detyrimet, tatimet, taksat doganore, tatimin mbi vleren e shtuar, pagesat, kontributet, sekuestrimet ose pagesat qeveritare te ngjashme te vendosura nga Autoritetet Tatimore lokale dhe kombetare dhe per te cilat Shoqeria, sipas rastit, eshte perjegjese direkt ose indirekt dhe ne cdo rast kur vendosen, perfshijne te ardhurat, fitimin, franchise, te ardhurat e realizuara nga transaksi, transferta, shitje, perdonim, zaptimin, transaktion, prone, taks indirekte, ndarje, vule, license, listpagese,



zbritjet dhe taksa, detyrime, tatime, taksa doganore, pagesa, sekuestrime ose pages ate tjera qeveritare te cfaredolloji (te pagueshme direkt ose ne emer te nje personi tjeter ose nepermjet zbritjes pavaresisht se kerkohet aplikimi per rimbursim), shtesa ne taksa, penalite, pagesa, kosto dhe interesave;

“Autoritetet Tatimore”	Nenkupton cdo autoritet tatimor ose jo (brenda ose jashë Shqiperise dhe te gjitha Bashkite e secilit prej ketyre vendeve) kompetente per te vendlisur, administruar ose mbledhur cdo tatim;
“Pretendimet Tatimore”	Nenkupton nje pretendim per nje shkelje te ndonje deftese Tatimore ;
“Pale e Trete”	Nenkupton cdo person ose persona te ndryshem nga Bleresi (dhe personat e emeruar nga Bleresi ne perputhje me Piken 4.1(b)) dhe nga Shitesit;
“Transaksion”	Nenkupton shitjen dhe transferimin e Aksioneve per Shitje nga Shitesit tek Bleresi perkundrejt Cmimit te Blerjes dhe te gjitha veprimet e nevojshme per te realizuar me sukses Zbatimin e Kontrates.
“Garantim”	nenkupton secilen prej Garantimeve te Shitesve ne Seksionin 7 ose secilin prej deklarimeve dhe garantimeve te Bleresit ne Seksionin 9; Per qellimet e Seksionit 8 ketu, Garantimet e Shitesve parashikuar ne Piken 7.2 shkronjat (fff) deri (jjj) (te dyja perfshire) do te konsiderohen si Garantime Tatimore ;

1.2 Interpretimi.

- a) Kur eshte e pershtatshme, fjalet ne njeje perfshijne gjithashtu shumesin dhe e kunderta. Fjalet ne secilen gjini gjithashtu perfshijne gjinine tjeter. Referencat tek secila pale do te perfshijne gjithashtu trashegjmaret dhe perfituesit e lejuar. Referencat tek nje person do te perfshijne cdo person (entitet ligjor) ose entitet.
- b) Titujt ne kete Kontrate jane vetem per lethesi dhe nuk cenojne interpretimin e tyre. Te gjitha referencat ne kete Kontrate ne nje “seksion”, nje “pike” ose “aneks”, i referohen seksionit, pikes, aneksit korrespondues ne kete Kontrate, nese nuk parashikohet ndryshe.
- c) Referencat ne nje Kontrate, dokument ose ligji jane referencia ndaj asaj marreveshjeje, dokumenti ose ligji sic eshte amenduar, plotesuar, ndryshuar, ri-deklaruar ose zevendesuar here pas here.
- d) Me perjashtim kur parashikohet shprehimi, per qellimet e llogaritjes se afateve kohore te shprehura ne dite ose Dite Pune, dita e pare dhe e fundit do te perfshihen te dyja ne afat.
- e) Nese dita e fundit e afatit nuk eshte Dite Pune, ky afat do te llogaritet ne Diten e Punes qe vjen menjehere pas saj.

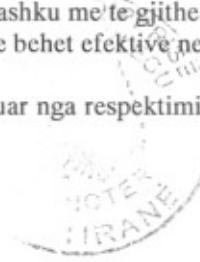
2 OBJEKTI I KONTRATES

2.1 Shitia dhe Blerja

Shitesit bien dakord te shesin dhe Bleresi bie dakord te bleje Aksionet ne Shitje se bashku me te gjitha te drejtat e bashkangjitur atyre, te lira nga ndonje Barre dhe me titull pronesie te garantuar plotesisht ne perputhje me afatet dhe kushtet e percaktuara ne kete akt.

2.2 Tranferimi i titullit te pronesise mbi Aksionet ne Shitje

- a) Transferimi i titullit te pronesise mbi Aksionet ne Shitje se bashku me te gjithe te drejtat e bashkangjitura atyre, nga Shitesit tek Bleresi do te kryhet dhe behet efektive ne castin e Zbatimit te Kontrates.
- b) Shitja dhe blerja e Aksioneve ne Shitje ketu eshte e kushtezuar nga respektimi i Kushteve te Zbatimit te Kontrates.



3 CMIMI

3.1 Pagesa e cmimit te blerjes

Cmimi i Blerjes do te paguhet plotesisht nepermjet transferes bankare ne Llogarine e Shitesve ne Daten e Zbatimit te Kontrates ne perputhje me Piken 5.3 si me poshte:

- 3.1.1 shuma prej 105,006.00, Euro do te paguhet ne llogarine e Hysen Rukes;
- 3.1.2 shuma prej 49,665.00 Euro do te paguhet ne llogarine e Basri Rrukes;
- 3.1.3 shuma prej 18,661.50 Euro do te paguhet ne llogarine e Ibrahim Krujes;
- 3.1.4 shuma prej 18,661.50 Euro do te paguhet ne llogarine e Adrian Kamberit; dhe
- 3.1.5 shuma prej 8,002.50 Euro do te paguhet ne llogarine e Stephen Strauss.

3.2 Tatimi mbi te ardhurat e realizuara nga transaksioni

Nese kerkohet nga ligji i zbatueshem, Bleresi duhet te zbrese/mbaje tatimin mbi te ardhurat e realizuara nga transaksi i ose cdo takse te kesaj natyre nga secila ose nga te gjitha shumat e paguara Shitesit sipas kesaj Kontrate, duke njoftuar me shkrim paraprakisht Shitesit ne lidhje me shumen e taksave te tilla.

4 KUSHTET E ZBATIMIT TE KONTRATES

4.1 Kushtet e Zbatimit te Kontrates

Shitja dhe blerja e Aksioneve ne Shitje i nenshtrohet kushteve te meposhtme ("Kushtet e Zbatimit te Kontrates") te cilat duhet te plotesohen ose prej te cilave hiqet dore ne perputhje me Piken 5.2:

- a) nenshkrimi nga secili prej Aksionareve te Shoqerise dhe nga Shoqeria e doreheqjes nga te drejtat e perparese ne lidhje me shitjen e aksioneve te Shoqerise nga Shitesit tek Bleresi (ne masen qe nje gje e ngjashshme nuk eshte perfunduar);
- b) nje vendim i shkruar i miratuar nga Asambleja e Pergjithshme e Aksionareve te Shoqerise, qe autorizon transferimin e Aksioneve ne Shitje nga Shitesit tek Bleresi;
- c) asnje Ndryshim Negativ i Rendesishem te mos kete ndodhur;
- d) asnje Autoritet Publik te mos kete nxjerre ndonje akt legislativ, administrativ, gjyqesor ose vendim qe mund te ndaloje transferimin faktik te titullit te pronesise dhe te drejtave mbi secilin prej Aksioneve ne Shitje ne perputhje me afatet dhe kushtet e kesaj Kontrate, nga Shitesit tek Bleresi;

e) dorezimi tek Bleresi I kopjeve te vertetura te njoftimeve te ndryshimit te kontrollit mbi Shoqerine ne perputhje me Transaksionin e entiteteve te parashikuara ne Aneksin 2.;

f) Statuti te jete modifikuar ne perputhje me kerkesat e Bleresit, ne menyre te tille qe te perfshije qeradhenien financiare si objekti te veprimtarise.

4.2 Angazhimi per te perm bushur Kushtet e Zbatimit te Kontrates.

Secila pale duhet te beje te gjitha perpjekjet e arsyeshme per te arritur perm bushjen e Kushteve te Zbatimit te Kontrates te percaktuara ne Piken 4.1 (persa kjo eshte e mundur brenda perjegjesive dhe/ose kontrollit te saj) sa me shpejt te jete e mundur, me qellim qe te lejoje Zbatimin te Kontrates perpara Dites Long Stop, dhe kur eshte e nevojshme, duhet te mbeshtese dhe asistoje cdo pale tjeter per kete qellim, me kusht qe dispozitat e kesaj Pike 4.2 te mos kerkojne qe Bleresi te ndermarre ndonje veprim ose te bjere dakord me ndonje kusht rregullator qe ndryshon ose frenon menyren me te cilin ai ose cdo anetar tjeter I Bleresve kryen veprimtarise e tij.

4.3 Marredheniet me Autoritetet Publike

Palet bien dakord qe te gjitha kerkesat dhe pyetjet nga cdo Autoritet Publik do te trajtohen brenda afatit te duhur nga Pala te ciles i eshte drejtuar nje kerkese/pyetje e tille dhe ne konsultim me Palen tjeter dhe Shoqerine. Pala tjeter, me kerkesen e Pales se pare, duhet te bashkepunoje menjehere dhe te siguroje te gjithe informacionin e nevojshme dhe asistencen e arsyeshme qe kerkohet nga Autoriteti publik.

4.4 Angazhimet lidhur me Zbatimin e Kontrates

Midis Dates se Nenshkrimit te dhe Dates se Zbatimit te Kontrates, veprimet e me poshtme duhet te ndermerren nga palet:

- a) Shitesi bie dakord te siguroje doreheqjen e Z. Hysen Ruka dhe Z. Basri Rruka nga pozicionet e tyre respektive si anetare te Keshillit Mbikqyres dhe Drejtorese, qe duhet te jete efektive ne Daten e Zbatimit te Kontrates duke ndjekur menjehere kryerjen e te gjitha veprimeve te kerkuara per Shoqerine ne perputhje me Piken 5.1 dhe me afatet duke deklaruar qe keto subjekte nuk kane asnjë pretendim ndaj Shoqerise, dhe te vendosin qe Shoqeria te therrase Asamblene e Pergjithshme te Aksionareve te Shoqerise, qe duhet te jete efektive ne daten e Zbatimit te Kontrates, me qellim qe te (i) autorizoje transferimin e Aksioneve ne Shitje nga Shitesit tek Bleresi; (ii) amendoje Statutin duke perfshire qirane – financiare si objekt te percaktuar te veprimtarise; (iii) pranoje doreheqjen e anetareve te Keshillit Mbikqyres te Shoqerise sic permender me siper dhe te miratoje administrimin e tyre deri ne ate date dhe te cliroje ata prej cdo detyre perkatese, (iv) emeroje anetaret e rinj te Keshillit Mbikqyres te Shoqerise ne perputhje me sa me propozimet ne afatin e duhur nga Bleresi dhe (v) amendoje Statutin e Shoqerise ne lidhje me te drejtat e Askionareve ne nje forme te pranueshme per Bleresin dhe gjithashu te beje rregjistrimet e nevojshme ne regjistrat publike per te evidentuar perqindjet e reja dhe strukturen e re menaxhuese qe rezulton nga Zbatimi i Kontrates dhe zbatimi i Transaksionit te parashikuar ne kete dokument;
- b) Shitesit duhet te sigurojne qe Shoqeria te njoftoje entitetet e specifikuara ne Piken 4.1 shkonja (e) ne lidhje me ndryshimin e kontrollit te Shoqerise ne perputhje me Transaksionin e parashikuar ne kete dokument;

4.5 Bashkepunimi per Zbatimin e Kontrates

Palet duhet te mbajne te informuar njeri-tjetrin rreth statusit te perm bushjes se veprimeve te permendura me siper dhe te Kushteve te Zbatimit te Kontrates, dhe cdo ceshtje perkatese te

Iidhur me to perfshire cdo ceshtje qe mund te shkaktoje vonesa ose cenimin e Zbatimit te Kontrates, dhe ata duhet te paraqesin njoftime me shkrim njeri-tjetrit brenda 5 Dites Pune nga permbushja e secilit prej Kushteve te Zbatimit te Kontrates, brenda perqejgesive te tyre. Brenda te njejtës periudhe, Palet duhet tu sigurojne njera-tjetres kopje te tjera te vertetuara te cdo dokumenti qe evidenton plotesimin e Kushteve te Zbatimit te Kontrates sipas Pikes 4.1 dhe duhet te ekzekutojne dhe tu dorezojne njera-tjetres te gjitha certifikatat, dokumentat dhe instrumentat e kerkuar per tu ekzekutuar ose dorezuar perpara ose ne daten e Zbatimit te Kontrates ne perputhje me kete Kontrate.

5 ZBATIMI I KONTRATES

5.1 Data dhe Vendi i Zbatimit te Kontrates.

Perfundimi i shitjes dhe i blerjes se Aksioneve ne Shitje do te kryhet ne daten e njoftuar Shitesve nga Bleresi (duke vepruar racionalisht) jo me vone se 5 Dite Pune nga plotesimi ose, kur eshte e mundur, ne perputhje me Piken 5.2, nga heqja dore nga te gjitha Kushtet e Zbatimit te Kontrates ose ne nje kohe tjeter dhe nje date te rene dakord me shkrim nga Shitesit dhe Bleresi, me kusht qe te gjitha Kushtet e Zbatimit te Kontrates te percaktuara ne Piken 4.1 te jene realizuar ose hequr dore ne nje date te tille ("Data e Zbatimit te Kontrates"), dhe ne cdo rast, perpara ose ne Daten Long Stop.

Palet do te takohen ne oren 9 ne mengjes (Ora Shqiptare) ne Daten e Zbatimit te Kontrates ne zyrat qendrore te Shoqerise me qellim qe te perfundojne veprimet e parashikuara ne piken 5.3 me poshte.

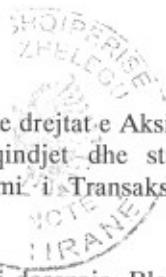
5.2 Heqja dore nga Kushtet e Zbatimit te Kontrates

Kushtet e Zbatimit te Kontrates te percaktuara ne Piket 4.1 nga shkronja (a) deri ne (c) dhe nga shkronja (e) deri ne (f) jane per perfitim te Bleresit dhe prej tyre mund te hiqet dore vetem nga Bleresi. Nga Kushtet e Zbatimit te Kontrates te percaktuara ne Piken 4.1 shkronja (d) nuk mund te hiqet dore prej asniera nga Palet. Ne rast se Kushtet e Zbatimit te Kontrates nuk jane plotesuar ose permbushur ose prej atyre nuk eshte hequr dore deri ne Daten Long Stop, atehere kjo Kontrate do te pushoje dhe dispozitat e Pikes 11 (Pagesat ne Rast Zgjidhjeje te Kontrates) do te aplikohen.

5.3 Veprimet per t'u ndermanar pas Zbatimit te Kontrates

Ne daten e Zbatimit te Kontrates, te gjitha veprimet e meposhtme duhet te kryhen sipas rrades se percaktuara ne Piken 5.3, por do te kosiderohen efektive njeheresh dhe asnje prej veprime nuk do te konsiderohet i perfunduar deri sa te gjithe veprimet e tjera te jene kryer:

- a) Shitesit duhet t'i dorezojne Bleresit nje kopje te vertetuar (ekstrakt) te Regjistrit te Aksionareve qe verteton se, secili prej Shitesve eshte rregjistruar si zoterues respektivisht i Aksioneve te Hysen Ruka, Aksioneve te Basri Rruka, Aksioneve te Ibrahim Kruja, Aksioneve te Ardian Kamberi dhe Aksioneve te Stephen Strauss, dhe se Aksionet ne Shitje jane te lira prej ndonje Barre;
- b) Shitesit duhet te sigurojne qe Shoqeria t'i dorezoje Bleresit nje kopje te vertetuar te vendimit te Asamblese se Pergjithshme te Aksionareve te Shoqerise (i) qe autorizon transferimin e Aksioneve ne Shitje nga Shitesit te Bleresi, (ii) te pranoje doreheqjen e anetareve te Keshillit Mbikqyres se Shoqerise te permendor ne Piken 4.4 shkronjen a) me siper (doreqjet e tilli jane efektive qe nga Data e Zbatimit te Kontrates), te miratoje administrimin e tyre te deritanishem dhe ti zhveshe ata nga te gjitha detyrat e tyre respektive (ii) te emeroje anetaret e rinj te Keshillit Mbikqyres te Shoqerise sipas propozimeve te bera brenda afatit nga Bleresi (emerime te cilat jane efektive qe nga Data



e Zbatimit te Kontrates), (iii) te amendoje Statutin duke perfshire te drejtat e Aksionareve (ne nje form sipas pelqimit te Bleresit) dhe gjithashtu perqindjet dhe strukturen menaxhueze qe rezulton nga Zbatimi i Kontrates dhe zbatimi i Transaksionit te parashikuar ne kete dokument;

- c) Shitesit duket te dorezojne, ose duket te sigurojne qe Shoqeria t'i dorezoje, Bleresit nje kopje te njoftimeve te doreheqjeve te anetareve te Keshillit Mbikqyres te Shoqerise ku deklarohet se keta anetare nuk kane asnjë pretendim kunder Shoqerise te permendur ne Piken 4.4 shkronja a) me siper, me fuqi qe nga Data e Zbatimit te Kontrates;
- d) Shitesit dhe Bleresi duhet te nenshkruajne vertetimin e zbatimit te Kontrates, kryesisht ne formen dhe permbajtjen e percaktuar ne Anekstin 1 (“**Vertetimi I Zbatimit te Kontrates**”) qe konfirmon perm bushjen e Kushteve te Zbatimit te Kontrates (ose, kur eshte rasti, doreheqjen prej Kushteve te Zbatimit te Kontrates persa eshte e lejueshme sipas Pikes 5.2) duke perfshire nje deklarate qe deklarimet dhe garantimet e Paleve perkatese jane te verteta, te plota dhe te sakta, jo mashtruese dhe te pa ndryshuara qe nga Data e Nenshkrimtit te Kontrates;
- e) Pas dhenies nga Bleresi te konfirmimit SWIFT ne lidhje me transferimin e Cmimit te Blerjes ne llogarine e Shitesve, Shitesit dhe Bleresi duhet te kryejne veprimet perkatese, dhe Shitesit duhet te sigurojne qe Shoqeria do te njohe, transferimin e Aksionreve te Shitjes nga Shitesit tek Bleresi;
- f) Shitesit, Bleresi dhe Shoqeria, sipas rastit, duhet te nenshkruajne te gjithe dokumentat e nevojshme (perfshire Regjistrin e Aksionareve dhe, ne masen e kerkuar, aktet e tjera te Kartes) dhe formulareve te nevojshme per rregjistrimin ne Regjistrin Tregtar te transferimit te Aksioneve ne Shitje se bashku me ndryshimet e permendura ne shkronje b) ne kesaj Pike 5.3;
- g) Shitesit dhe Bleresi duhet te shkembejne kopje te prokurave perkatese ose cdo dokument tjeter qe evidenton perfundimin e te gjitha Kushteve te tjera te Zbatimit te Kontrates nese nuk jane shkembyer deri ne Daten e Zbatimit te Kontrates.

6 SJELLJA E SHITESVE DHE SHOQERISE GJATE PERIUDHES MIDIS NENSHKRIMIT DHE ZBATIMIT

6.1 Pervec sa parashikohet ne Piken 6.2, midis Dates se Nenshkrimtit dhe Dates se Zbatimit te Kontrates, asnjë prej Shitesve nuk duhet te shese ndonje prej interesave te tij ne Aksionet ne Shitje ose te jape ndonje Barre mbi Aksionet ne Shitje ose ne ndonje prej tyre ose te ndermarre ndonje veprim likuidimi te Shoqerise dhe duhet te beje perpjekje maksimale, ne masen lejuar nga ligji, per te siguruar qe Shoqeria; kryen veprimitarine e saj vetem ne kursin e saj te rregullt sic e ka kryer deri ne fund te Qershorit 2007 duke treguar nje nivel perkujdesje dhe praktike biznesi jo me pak rigorozë se ato te aplikuara gjate kesaj periudhe dhe qe Shoqeria kryen vetem veprimitari te percaktuar ne pikën 6.1 shkronjat nga (a) ne (q) me pelqimin paraprak me shkrim te Bleresit te shprehur nepermjet Horia Dragos Manda ose cdo personi tjeter sipas njoftimit te Bleresit derguar Shitesve here pas here:

- a) hyn ne ndonje transaksion te rendesishem;
- b) nuk vazhdon , nuk riperterit dhe nuk ndermerr te gjitha veprimet ne mirebesim per te mbrojtur vlefshmerine e autorizimeve materiale te tillë te kerkuara per te kryer veprimitarine tregtare te Shoqerise ne te gjitha aspektet materiale sic eshte kryer qe nga Data e Nenshkrimtit;

- c) amendon Statutin pervec kur kerkohet nga dispozitat e ligjit te zbatueshem ose nga dispozitat e kesaj Kontrate;
- d) ndermerr cdo hap per likuidimin e Shoqerise;
- e) amendon kushtet e ndonje garancie te marre ne lidhje me ndonje Marreveshje Financiare ku vlera e Marreveshjes Financiare tejkalon shumen prej 10,000 Euro, te ndryshme nga sa pershkruhet ne per gjithesi ne Aneksin 3 ketu;
- f) prezanton ose vendos ne dispozicion cdo produkt ose sherbim te ri me tipare materialisht te ndryshme nga produktet dhe sherbimet ekzistuese;
- g) emeton ose ripaguan cdo kapital aksionar ose leshon cdo instrument borxhi;
- h) blen aksione, biznes ose shoqeri apo ndonje entitet tjeter;
- i) ne ndryshim nga kursi i zakonshem i biznesit, blen ose shet, ose bie dakord per te blere ose shitur ndonje aset ose supozon ose shkakton, ose bie dakord per te supozuar ose shkaktuar, ndonje per gjegjesi, shpenzim ose detyrim (ne secilin rast, per gjegjesi, shpenzim dhe detyrim) me te madh se 5,000 Euro;
- j) blen ose bie dakord per te blere prona te paluajtshme;
- k) deklaron, krijon ose paguan dividendift, ose ben ndonje shperndarje tjeter (perfshire por pa u kufizuar ne ripagimin e kontributeve te kushteuara) Shitesve ose ndonje personi tjeter (perfshire pa kufizime, menaxheret te Shoqerise ne lidhje me planet e mundesise per shitblerje aksionesh);
- l) miraton cdo vendim ne mbledhjet e Aksionareve (te ndryshme nga vendimet qe perbejne veprime te zakonshem qe miratohen ne mbledhjen vjetore te Aksionareve ose sic kerkohet ne lidhje me kete Kontrate);
- m) krijon ndonje Barre mbi ndonje prone me perjashtim te Barreve te krijuara nga Shoqeria gjate kursit te zakonshem te veprimitarise mbi (i) te drejtat qe rrjedhin ose asetat qe formojne objektin e Marreveshjeve Financiare dhe (ii) llogarite bankare perkatese, politikat e sigurimeve dhe kredi te pa mbledhura, me qellim per te garantuar rimbursimin sipas Marreveshjeve te financimit te lidhura nga Shoqeria perpara Dated se Nenshkrimit;
- n) me perjashtim te proceseve gjyquesore lidhur me Klientet qe nuk kane zbatuar detyrimet e tyre respektive sipas Marreveshjes Financiare ose cdo procedure tjeter te ngjashme ne kursin e zakonshem te veprimitarise, **krijon** procese te tjera gjyquesore qe tejtakojne shumen 5,000 Euro;
- o) jep ose bie dakord te jape, nje garanci, demshperblim ose ndonje marreveshje tjeter per te siguruar nje detyrim te nje Pale te Trete;
- p) Shkakton ose zgjeron ndonje Ekspozim te ndonje Klienti i cili, kur mblidhet dhe Ekspozime te tjera te shkaktuara nga Shoqeria (sipas rastit), qe ne kete rast jane te dukshme, ne lidhje me kete Klient ose ndonje filiali te ketij Klienti, te cilet (Ekspozimet) e tejkalojne shumen prej 20,000 Euro;
- q) Hyn ne marreveshje te reja financimi te cilat permabajne detyrime te parapagueshme per tu shlyer te cilat tejkalojne ato te qe Shoqeria eshte e detyruar (kushtezuar) te paguaje, ose qe jane me te renda se detyrimet e parapagueshme te percaktuara ne marreveshjet ekzistuese te financimit tek te cilat Shoqeria eshte pale ne Daten e Nenshkrimit.

6.2 Qe nga Data e Nenshkrimit, persa lejohet me ligj (dhe duke iu nenshtruar Pikes 13), Bleresve dhe punonjesve te tij, nepermjet njoftimit brenda nje kohe te arsyeshme, u lejohet akses i arsyeshem ne (pershire marrjen e kopjeve) Librat dhe Rekordet e Shoqerise.

6.3 Shitesit ne perfundim te Zbatimit te Kontrates duhet te sigurojne qe Shoqeria t'i dorezoje Bleresit origjinalet e Librave dhe Rekordeve (nese ka), qe lidhet ekskluzivisht ose kryesisht me veprimet e kryera nga Shoqeria gjate Zbatimit te Kontrates.

6.4 Pronesi Intelektuale

a) Shitesit duhet perpara ose gjate Zbatimit te Kontrates t'i transferojne pa asnje pagese Shoqerise cdo Pronesi Intelektuale te zoteruar dhe/ose te zhvilluar nga Shitesit, te cilat jane perdorur gjate ushtrimit te veprimtarise se Shoqerise ne daten e ketushmeose ne Daten e Zbatimit te Kontrates.

b) Secili prej Bleresve nepermjet kesaj Kontrate bie dakord , angazhohet dhe siguron qe pas Zbatimit te Kontrates Entitetet Perkatese nuk do te perdonin ndonje prej te meposhtmeve:

(i) Pronesi Intelektuale te referuar ne Piken 6.4 (a);

(ii) Teknologjine e pershtatur te Informacionit te perdorur gjate ushtrimit te veprimtarise te Shoqerise ne daten e ketueshme dhe/ose ne Daten e Zbatimit te Kontrates (pervec se, Shitesi nuk duhet te detyrohet te siguroje qe edonjeri prej Entiteteve Perkatese te ndaloj perdorimin e Teknologjise se Informacionit te perdorur nga ai Entitet Perkates ne daten e ketushme dhe/ose Daten e Zbatimit te Kontrates).

6.5 Vezhguesit e Keshillit Mbikqyres dhe Drejtore

Shitesit duhet te bejne gjithcka te nevojshme (perfshire marrjen e ndonje vendimi te nevojsphem) per te siguruar qe duke filluar nga Data e Nenshkrimit nje kandidat I emeruar nga Bleresi te lejohet te marre pjese si vezhgues ne mbledhjet e Keshillit Mbikqyres dhe Drejtore te Shoqerise, duke nenkuptuar qe nje kandidat I tille nuk eshte anetar I Keshillit ose Drejtore dhe as nuk ka te drejte vote gjate takimit;

6.6 Te Drejtat e vezhgueseve te Keshillit Mbikqyres dhe Drejtore

Lidhur me kandidatin e emeruar nga Bleresi sipas Pikes 6.5 dhe ne perputhje me dispozitat e asaj Pike:

a) te drejtat e ketij emerimi do te vazhdojne per gjithe kohes nga Data e Nenshkrimit;

b) kandidati i Bleresit (perzgjedhur nga Bleresi) ka te drejte te jete I pranishem ne takimet e Keshillit Mbikqyres dhe Drejtore te Shoqerise dhe cdo mbledhje tjeter lidhur me planifikimin, llogaritjen e riskut dhe marketimin, si dhe te vezhgoje veprimtarine e Shoqerise; dhe

c) Shitesit angazhohen te sigurojne qe kandidatit te Bleresit u eshte dhene njoftim brenda nje kohe te arsyeshme, per kohen, vendin dhe programin e takimeve qe do te mbahen per te cilat Pika 5.7 shkronja (b) zbatohet.

Palet pranojne qe nese kjo Kontrate pushon te drejten e Bleresit per te emeruar nje kandidat sipas Pikes 6.5, Bleresi duhet te siguroje qe kandidati I tille liron pozicionin e tij/te saj dhe kjo ka efekt te menjehershem

7 DEKLARIMET, GARANTIMET E SHITESVE DHE DEMSHPERBLIMET

7.1 Deklarimet dhe garantimet ne lidhje me Shitesit

Secili prej Shitesve deklaron dhe garanton qe secila nga deklarimet e meposhtme ne kete Pike 7.1 eshte e vertete, e plote, e sakte dhe jo mashtruese ne Daten e Nenshkrimtit:

- a) Shitesi ka pushtet dhe autoritet te plote te ekzekutoje, dorezoje, dhe permbush kete Kontrate dhe, duke iu nenshtruar Kushteve te Zbatimit te Kontrates, te kompletajo shiten e Aksioneve ne Shitje perkatese. Shitesi merr te gjitha veprimet e nevojshme per te ekzekutuar dhe permbushur kete Kontrate.
- b) Pas ekzekutimit te rregullt nga Palet, kjo Kontrate do te perbeje detyrim ligjor, te vlefshem dhe te detyrueshem per Shitesin, ne perputhje me kushtet e saj.
- c) Personi qe nenshruan kete Kontrate ne emer te Shitesit eshte ligjerisht i autorizuar per kete qellim;
- d) Shitesi zoteron titull te vetem, te plote dhe te vlefshem mbi Aksionet ne Shitje. Aksionet ne fjale paguhen plotesisht dhe kane nje vlere nominale prej 1,000 ALL secili dhe jane te lira nga ndojne Barrre dhe transmetojne te drejta vote te pakufizuara, dhe nuk ekziston ndonje marreveshje, rregullim ose detyrim per te krijuar ose dhene nje Barre ose per te kufizuar te drejtat e votes ne lidhje me ndonje nga Aksionet ne Shitje, dhe asnje person nuk ka te drejte ose pretendon te kete te drejte mbi Aksione te tilla, dhe Shitesi eshe zoterues i plote dhe i pakufizuar i Aksioneve.
- e) As ekzekutimi i kesaj Kontrate as permbushja e ndonje prej detyrimeve dhe/ose transaksioneve te parashikuara ketu nuk: (i) dhunon, bie ne kundershtim ose shkel ndonje ligj te zbatueshem; (ii) rezulton ne shkelje te ndonje afati apo kushti, ose ne lidhje me kohen ose dhenien e njoftimeve, perben kundravajtje, ose rezulton ne perspejtum te ndonje detyrimi sipas ndonje marreveshje, instrumenti ose kufizimi tjeter te detyrueshem; dhe/ose (iii) dhunon, bie ne kundershtim ose shkel ndonje nga kushtet e dokumentave te vet themelues ose te ndonje prej licencave te veta te operimit ose autorizimi tjeter te zbatueshem.

7.2 Deklarimet dhe garantimet ne lidhje me Shoqerine

Secili prej Shitesve ketu deklaron dhe garanton qe secila nga deklaratat ne kete Pike 7.2 eshte e vertete, e plote, e sakte dhe jo mashtruese ne Daten e Nenshkrimtit:

Statusi ligjor

- a) Shoqeria eshte nje Shoqi Anonime e themeluar dhe qe vepron sipas ligjislacionit te Republikes se Shqiperise. Kapitali aksionar i Shoqerise eshte 48, 000,000 ALL (dyzete e tete million Leke), i ndare ne 48,000 (dyzete e tete mijë) aksione te thjeshta, me nje vlere nominale prej 1,000 ALL (nje mijë Leke Shqipetare) per aksion.
- b) Shoqeria nuk eshte objekt i ndonje shperndarje ne proces, likuidimi vullnetar, riorganizimi gjyqesor ose procedure falimentimi te nisur, as nuk ka marre ndonje thirrje ose komunikate zyrtare ne lidhje me fillimin ose hapjen e ndonje procedure te tille nga nje Pale e Trete. Asnjë vendim nuk eshte marre nga organet e perbashketa komptete te Shoqerise lidhur me ndonje aplikim vullnetar te Shoqerise ne ndonje nga procedurat e siperme.
- c) Shoqeria eshte kompetente dhe e licensuar te kryeje veprimitari tregtar ne Shqiperi.

- d) Shoqeria nuk ka emetuar ose dhene dhe as eshte angazhuar te emetoje apo jape, aksione te reja, mundesi per shit-bljerje, letra me vlore te konvertueshme, ose garanci te konvertueshme ose te kemyeshme per aksionet, ose te drejta te tjera qe autorizojne mbajtesin te bleje cdo aksion ne Shoqeri ose te marre pjese ne fitimet dhe dividendet e Shoquerise.

Shoqerite e Kontrolluara



- e) Shoqeria nuk ka Shoqeri te Kontrolluara.

Interesa te Tjera

- f) Shoqeria nuk zoteron dhe nuk ka asnje interes te ndonje natyre ne ndonje:

- (i) aksion, defte borxhi ose garanci te tjera te dhena ne ndonje marreveshje;
(ii) partneritet,
te ndryshem nga ato interesa jo-fitimprures ose ne organizatat profesionale ku interesat nuk sjellin detyrime materiale ose perjegjesi per Shoqerine

Autorizimi dhe licensimi

- g) Shoqeria ka marre dhe ruajtur te gjitha autorizimet materiale, licensat, lejet dhe miratimet e nevojshme per zhvillimin e rregullt te veprimtarise tregtare te saj dhe nuk eshte ne shkelje te ndonje prej autorizimeve, licensave, lejeve ose miratimeve qe mund te sjellin nje efekt negativ te rendesishem.
- h) Te gjitha autorizimet materiale, licensat, lejet ose miratimet e referuara ne shkronjen (g) me larte jane fuqi dhe kane efekt te plote.
- i) Nuk ekzistojne rrethana te cilat tregojne qe ndonje nga autorizimet, licensat, lejet ose miratimet e referuara ne paragrafin (g) me siper do te ose mund te anullohen ose nuk do te rinovohen, ne teresi ose pjeserisht, ne rrjedhen normale te ngjarjeve (si rezultat ose jo I Zbatimit te Transaktionit)

Pronat e Paluajtshme

- j) Shoqeria ka nje te drekte te vlefshme te perdore pronat e paluajtshme te nevojshme per zhvillimin e veprimtarise se saj ne te gjitha aspektet materiale sic eshte zhvilluar aktualisht. Zbatimi i Transaksionit nuk do te krijoje te drejta per mbarimin ose humbjen e ndonje te drejte perdonimi qe aktualisht gezohet nga Shoqeria ne lidhje me pronesine e paluajtshme qe shfrytezohet aktualisht nga Shoqeria per zhvillimin e veprimtarise se saj.
- k) Ne lidhje me pronat e paluajtshme ne fjale, te gjitha marreveshjet, kontratat ose rregullimet qe i japin te drejte Shoqerise per t'i perdonur ato, jane respektuar nga Shoqeria. Asnje qera ose pagese tjeter e ngjashme ne lidhje me pronat e paluajtshme te perdonura nga Shoqeria nuk eshte nen ndonje shqyrtim/inspektim.
- l) Pervec perdonimit te per gjithhem te perbashket te ambjeteve brenda ndertesave te shoqerise, asnje prej pronave te paluajtshme qe perdoret nga Shoqeria nuk perdoret dhe as eshte okupuar nga palet e treta.
- m) Te gjithe pronat e paluajtshme te Shoqerise jane listuar ne Aneksin 5. Shoqeria nuk zoteron, nuk ka marre me qera ose ne perdonim ndonje prone tjeter te paluajtshme.

Asetet

Me perjashtim te aseteve qe formojne objektin e Marreveshjeve Financiare te lidhura me Klientet:

- n) Shoqeria zoteron ose ka te drejta perdonimi dhe ka zotërim dhe kontroll te pote mbi te gjitha asete materiale te prekshme te luajtshme me nje vlera qe tejkalon shumen prej 5000 Euro, te cilat jane te nevojshme per zhvillimin e veprimtarise se saj ne te gjitha aspektet materiale sic zhvillohet aktualisht. Zbatimi I Transaksionit nuk do te krijoje te drejta per mbarimin ose humbjen e ndonje te drejte perdonimi qe gezohet aktualisht nga Shoqeria ne lidhje me asete materiale ne fiale qe perdoren aktualisht nga Shoqeria ne zhvillimin e veprimtarise se saj.
- o) Shoqeria nuk ka krijuar ndonje Barre ne favor te paleve te treta mbi asete e referuara ne shkronje o) me siper.

Marreveshjet Materiale

- p) Te gjitha Marreveshjet e nevojshme per zhvillimin e veprimtarise se Shoqerise dhe ato ne te cilat Shoqeria eshte pale u jane bere te njohura Bleresit.
- q) Marreveshjet e referuara ne shkronjen p) me siper jane ne fuqi dhe kane efekt te pote persa I perkth kushteve te tyre.
- r) Marreveshjet Financiare perjejne detyrime ligjore, te vlefshme dhe te detyrueshme per Shoqerine dhe Klientet e saj, sipas rastit.
- s) Nje kopje e nenshkuar originale e seciles Marreveshje Financiare te lidhur me secilin Klient, se bashku me te gjitha dokumentat perkatese, te cilat jane materiale brenda kontekstit te seciles nga keto marreveshje, eshte ne zoterim te Shoqerise.
- t) Shoqeria zoteron dhe kontrollon te gjitha te dhenat qe ajo mban ne lidhje me Klientet dhe asnje Pale e Trete nuk ka mundesine, te drejten dhe as autorizimin per ti perdonur ose per ti pasur ne dispozicion keto te dhena me qellim per te shitur ose tregtuar produkte/sherbime financiare ose produkte aksesore te ndonje prej ketyre Klienteve.
- u) Nuk ka asnje marreveshje te vonuar ose rregullim ne te cilet Shoqeria eshte pale dhe qe perfshin detyrime apo kufizime per Shoqerine te nje natyre te jashtezakonshme dhe qe jane jashto kursit te zakonshem te ushtrimit te veprimtarise ose qe jane te nje nature afat-gjate dhe te pazakonte.
- v) Shoqeria nuk eshte ne mospermbushje te ndonje marreveshje ose rregullimi ne te cilen eshte pale.

Pasqyrat Financiare dhe Vlera e Regjistruar

- w) Te gjitha librat e llogarive te Shoqerise jane ne posedim te Shoqerise dhe ruhen ne perputhje ne ligjislacionin dhe praktiken Shqiptare.
- x) Paqyrat Financiare te Dorezuara jane perqatitur ne perputhje me legjislacionin e Republikes se Shqiperise, jane miratuar nga Asambleja e Pergjithshme e Aksionareve te Shoqerise dhe jane dorezuar autoriteteve tatimore brenda afatit.

- y) Pasqyrat Financiare pasqyrojne pamjen e vertete dhe te drejte te pozicionit te Shoqerise sic ka qene deri ne 31 Dhjetor 2006 dhe deri ne fund te muajit qe I paraprin Transanksionit;
 - z) Shoqeria nuk ka pasur, deri ne daten e Pasqyrave Financiare, perjegjesi materiale ose detyrime qe nuk jane treguar ose reflektuar ose kundershtuar ne keto raporte dhe dokumentat perkatese.
- aa) Kopja e Pasqyrave Financiare e vene ne dispozicion te Bleresit eshte nje kopje e vertete dhe e plote.

Pozicioni qe nga Pasqyrat Financiare:

bb) Qe nga data e Pasqyrave Financiare:

- i. nuk ka pasur asnje efekt negativ te rendesishem ne pozicionin finanziar te Shoqerise;
- ii. operimi I Shoqerise eshte kryer ne kursit e zakonshem te njejtë me menyren qe veprimtaria eshte ushtruar gjate gjashte (6) muajve te fundit perpara Dates se Pasqyrave Financiare, dhe Shoqeria nuk ka bere dhe as ka rene dakord te beje pagesa te ndryshme nga ato qe behen zakonisht gjate ushtrimit te veprimtarise se zakonshme;
- iii. asnje divedend ose shperndarje tjeter (ne cash, aksion ose ne natyre) nuk eshte deklaruar, autorizuar, paguar ose bere, si dhe asnje reduktim i aksioneve te paguara, nuk eshte bere nga Shoqeria (pervec dividendeve te parashikuar ne Pasqyrat Financiare);
- iv. asnje kontrate, perjegjesi ose angazhim (ne lidhje ose jo me shpenzimet kapitale) nuk eshte bere ose marre persiper nga Shoqeria i cili eshte afat-gjate dhe i nje natyre te pazakonte;
- v. asnje ndryshim nuk eshte bere nga Shoqeria ne kushtet e punesimit ose kontratave apo marreveshjeve te tjera te cilat do te rrisin kostot e Shoqerise ne lidhje me pagat bruto per stafin e zakonshem/mesatar (qofshin punonjes ose individe te angazhuar nga Shoqeria nepermjet nje kontrate ose marrveshje me nje entitet tjeter, deri ne Nenshkrim/Zbatim) te Shoqerise, pervec sa eshte deklaruar.
- vi. Shoqeria nuk ka pasur, deri ne perfundim te muajit paraardhes te Transaksionit, ndonje perjegjesi ose detyrim material qe nuk jane deklaruar ose reflektuar ose kundershtuar, ne raportet financiare dhe dokumentat perkates.

Huate dhe Garancite

- cc) Shoqeria nuk eshte e detyruar nga ndonje marreveshje huaje, premtim, certifikate kredie, ose evidence tjeter borxhi si nje nenshkrues, ose garant.
- dd) Shoqeria nuk eshte ne shkkelje te ndonje detyrimi ne lidhje me hua ose marreveshje kredie me ndonje nga Shitesit.
- ee) Shoqeria nuk ka garantuar pagesen ose permbushjen e ndonje personi dhe nuk ka rene dakord te demshperbleje ndonje person ose te veproje si garant, ose te kete lene peng letra me vlere te zoteraura prej saj, ose te jete perjegjese sipas rastit ose ne menyre dytesore per detyrimet e ndonje personi.

Punonjesit

- ff) Numri i punonjesve te Shoqerise eshte 5 ne daten e treguar ne kete dokument.
- gg) Te gjithe punonjesit e Shoqerise jane te punesuar nga Shoqeria mbi bazen e kontratave individuale te punes ose nepermjet marreveshjeve ne perputhje me legjislacionin e Republikes se Shqiperise te cilat jane ne linje me legjislacionin perkates Shqiptar te punes.
- hh) Shoqeria nuk eshte e detyruar nga ndonje kontrate kollektive e punes.
- ii) Nuk ka asnje sindikate te organizuar ne nivel Shoqerie dhe sipas informacionit te Shitesit nuk ka ndonje greve ose konflikt pune ne proces midis punonjesve dhe Shoqerise.
- jj) Nuk ka asnje plan, ose propozim nga Shoqeria per te krijuar pensione, pleqerie, vdekje, semundje, strehimi ose programe te tjera perfitimi ose plane per nepunesit dhe punonjesit e meparshem apo aktual dhe personat ne ngarkim te tyre.
- kk) Nuk ka asnje shume te papaguar ndaj punonjesve ose menaxherit te Shoqerise, pervec pages mujore qe shtohet ne perputhje me kontrataten e punes. Shoqeria nuk eshte perqejgese (sipas ndonje vendimi) per te bere pagesa ndaj ndonje punonjesi te meparshem apo aktual ne formen e demshpermblimit, (per shkelje kontrate ose ndonje shkak tjeter) ose kompensim per nderprerjen e marredhenies se punes, shkurtime, shkarkimi te jashteligjshem dhe jo te drejte ose per shkeljen e vendimeve qe urdherojne rimarrjen ne pune te ndonje punonjesi ose per ndonje perqejgesi tjeter qe rrjedh nga zgjidha e kontrates se punes.
- ll) Te gjitha shumat e paguara per taksat ose ndaj autoriteteteve te tjera ne lidhje me ndonje punonjes (perfshire cdo taks te zbritshme nga cdo shume e paguar nje punonjesi, dhe cdo siguracion, kombetar, fonde sociale ose kontribute ne lidhje me punonjesit) per tu paguar nga Shoqeria deri ne kete date, jane paguar rregullisht dhe Shoqeria ka bere te gjitha zbritjet dhe mbajtjet ne perputhje me ligjet dhe rregulloret e zbatueshme.
- mm) Shoqeria nuk eshte aktualisht anetare e ndonje shoqate apo organizate punedhenesish te ndonje natyre.

Proseset Gjyqesore

- nn) Me perjashtim te procedurave ligjore te nisura per kthimin e sendeve ose marrjen e shumave te pagaguara, sipas rastit, gjate ushtrimit te veprimtarise se zakonshme te Shoqerise, ne rast mospagimi nga Klientet sipas Marreveshjeve Financiare, nuk ka asnje proces gjyqesore, pretendim ose proces ne vazhdim apo qe pritet, civil, penal ose administrative, i njoftuar me shkrim kunder Shoqerise, ne gjykate ose institucion arbitrazhi, dhe nuk ka asnje gjykim ne proces ose urdher gjykate ose arbitrazhi me nje pretendim ndaj shoqerise qe tejkalon 15,000 Euro.

Teknologja e Informacionit

- oo) Shoqeria zoteron ose eshte e licensuar ligjerisht per perdonimin e materialeve te teknologjise se informacionit (perfshire programe/software dhe te dhena). Materialet e teknologjise se informacionit te perdonura nga Shoqeria jane ne kushte te mira pune dhe te pershatatshme per te kryer veprimtarine e zakonshme te Shoqerise per qellimet per te cilat ajo eshte krijuar.

pp) Te drejtat e autorit ne lidhje me materialet e teknologjise se informaciont per te cilat Shoqeria eshte licensuar nga palet e treta, jane paguar rregullisht dhe ne kohen e duhur.

qq) Shoqeria ka kontrata suporti dhe mirembajtje per sistemet e brendshme te teknologjise se informacionit.

Pronesia Intelektuale

rr) Shoqeria ligjerisht zoteron dhe ka te drejta kontraktore per te perdorur, marka tregtare, emra tregtare, teknologji, te drejta autori dhe sekrete tregtare dhe Pronesi tjeter Intelektuale te nevojshme dhe qe perdoret ne zhvillimin e veprimtarise se Shoqerise ne te gjithat aspektet materiale sic zhvillohet aktualisht.

ss) Perdorimi i Pronesise Intelektuale me siper nuk cenon te drejten e ndonje personi, dhe asnje pretendim nuk eshte ngritur nga ndonje person ne lidhje me perdorim e ndonje Pronesie Intelektuale.

tt) Shoqeria nuk ka pranuar perdorimin e paautorizuar nga Palet e Treta te Prones Intelektuale te zoteruar ose ne perdorim nga Shoqeria.

Detyrime e Paleve te Lidhura

uu) Pervec sa eshte deklaruar, Shoqeria ka hyre ne transaksione vetem gjate kursit te zakonshem te ushtrimit te veprimtarise se saj tregtare dhe ne baze te marreveshjeve te aty-per-atyshme.

Sigurimet

vv) Nuk ka asnje Pretendim te vonuar te papaguar ne nje shume te akumuluar qe kalon 10,000 Euro (ose ekuivalentin ne monedha te tjera) sipas ndonje police sigurimi ne fuqi dhe efekt te plote ne daten e ketushme.

Ceshtjet e Konkurencës

ww) Shitesit dhe Shoqeria nuk kane marre ndonje njoftim ose komunikate (formale ose informale) nga ose ne emer te Autoritetit te Konkurencës lidhur me zbatueshmerine e rregullave te konkurencës, perfshire ato te kontrollit te shkrirjes.

Mbrojtja e te Dhenave

xx) Shoqeria eshte ne pajtueshmeri te plote me te gjithe legjislacionin dhe udhezuesit e zbatueshem ne fushen e mbrojtjes te te dhenave.

yy) Asnje njoftim apo ankesa nuk eshte marre nga Shoqeria nga nje autoritet kompetent qe pretendon se Shoqeria nuk ka vepruar ne perputhje me legjislacionin dhe udhezuesit e zbatueshem ne fushen e mbrojtjes te te dhenave.

zz) Asnje njoftim i pretendimeve individuale ne lidhje me kompensimin per shkelje te ligjeve dhe udhezueseve te zbatueshem ne fushen e mbrojtjes se te dhenave nuk eshte marre nga Shoqeria.

Ambjenti

aaa) Shoqeria operon ne perputhje materiale me legjislacionin dhe rregulloret e zbatueshme ne fushen e ambjentit, shendetesise dhe sigurise.

- bbb) Nuk ka pasur asnje investigim, studim, auditim, test, shqyrtim ose analiza te tjera ambjentaliste, shendetesore ose ne fushen e sigurise, te kryera ne lidhje me ndonje nga veprimtarite ose pronat e tanishme ose te meparshme te zotuara apo te marra me qera nga Shoqeria, e cila nuk eshte treguar Bleresit te pakten dhjete (10) dite perpara kesaj date.
- ccc) Nuk ka materiale te rrezikshme ne pronat e paluajtshme te Shoqerise.
- ddd) Shoqeria nuk ka ndonje perjegjesi per materiale te rrezikshme, te cilet jane, ose kane qene ne ndonje nga asetet e dhena me qera paleve te treta nga Shoqeria. Asete te tilla nuk jane, dhe nuk kane qene ne kontakt me materiale te rrezikshme pervec se ne masen qe materiale te tilla te rrezikshme jane te nevojshme per te mbeshtetur operimin e ketyre aseteve.
- eee) Nuk ka asnje veprim, veprimtari, rrethane, kushte, ngjarje ose incidente te tanishme ose te shkuara, perfshire pa kufizim cdo perdonim, magazinim, leshim, derdhje ose hedhje materialesh te rrezikshme, ose ekspozim i ndonje personi ne kushte, qe kane ose mund te formojne baze per ndonje pohim te ndonje pretendimi sipas legjislacionit ne fushen e ambjentit, shendetit ose sigurise ose ligjeve te tjera, kunder Shoqerise ose ndonje paraardhesi, filiali ose agjenti te Shoqerise.

Tatimet

- fff) Shoqeria ka dorezuar te gjitha Tatimet dhe cdo raport dhe dokument rregullues tek Autoritetet Tatimore perkatese ne perputhje me Legjislacionin tatimor te zbatueshem dhe te gjitha keto raporte dhe dokumenta jane paraqitur brenda afateve dhe reflektojne saktesisht te gjitha perjegjesite per Tatimet ne periudhat e mbuluara.
- ggg) Shoqeria ka paguar plotesisht te gjitha Tatimet nga ose ne emer te Shoqerise te cilat kane qene per tu paguar perpara Dates se Zbatimit te Kontrates.
- hhh) Te gjitha perjegjesite ne lidhje me Tatimet jane deklaruar rregullisht nga Shoqeria ne Pasqyrat Financiare.
- iii) Shoqeria nuk eshte bere objekt i ndonje investigimi te vonuar ose ne priti ne lidhje me Tatimet dhe as nuk ka marre ndonje kercenim per ndonje investigim te tille.
- jjj) Shoqeria nuk eshte bere objekt i ndonje dokumenti privat, ose ndonje marreveshje apo rregullimi tjeter ne lidhje me Tatimet, nga ndonje Autoritet Tatimor.

Perputhshmerie e Pergjithshme

- kkk) Shoqeria ka kryer veprimtarine dhe aktivitetet e saj ne perputhje me te gjithe Legjislacionin e Zbatueshem.
- lll) Asnje hetim zyrtar ose qeveritar ne lidhje me Shoqerine nuk eshte ne kryerje e siper ose ne priti, qe eshte i ndryshem nga kursi i zakonshem i ushtrimit te veprimtarise.

7.3 Deklarimet dhe garantimet e Pavarura

Pa cenuar dispozitat e Pikes 8, dhe pervec sa parashikohet shprehimisht, secila nga Garantimet e Shitesve do te interpretohet si një garantim i vecante dhe i pavarur dhe nuk do te kufizohet nga referimet ose kuptimi i kushteve te ndonje prej Garantimevete Bleresve te tjere.

7.4 Perteritura e Garantimeve pas Dates se Zbatimit te Kontrates

Secili nga Shitesit deklaron dhe garanton qe deklaratat e bere ne kete Seksion 7 jane te verteta, te plota, te sakta dhe jo mashtruese ne Diten e Zbatimit, si te jene përsurit ne perfundim te Zbatimit.

7.5 Te drejtat dhe mjetet e Bleresit ne lidhje me shkeljen e Garantimeve nuk do te ndikohen nga Zbatimi I Kontrates ose nga ndonje informacion tjeter ne lidhje me Shoqerine per te cilin Bleresi ka dijeni (pavaresisht se si eshte marre, nese eshte real, me faj ose dobiprures).

Cdo Shites eshte i vetedijshme dhe pranon qe Bleresi ka hyre ne kete Kontrate ne baze te Garantimeve te cilat e kane nxitur ate te lidhe kete Kontrate.

7.6 Demshperblimet specifike

Pavaresisht ndonje dispozite te kundert ne kete Kontrate, Shitesit duhet te demshperblejne Bleresin dhe te mbajne Bleresit te siguruar nga te gjitha detyrimet, perjegjesite (perfshire pa kufizim, perjegjesite per Tatimet), humbjet, demet, pagesat, gjobat, penalitetet, kostot dhe shpenzimet te rrjedhin nga ndonje ngjarje, fakt ose rrethana te ndodhura midis Dates se Nenshkrimit dhe Dates se Zbatimit te Kontrates (objekt I dispozitave specifike ne Piken 6.1 me siper).

7.7 Cdo shume per tu paguar, sipas Pikes 7.6 duhet te paguhet me shpejtesi nga Shitesit tek Bleresi me kerkesen e Bleresit, ne llogarine e treguar nga Bleresi.

7.8 Duke filluar nga Zbatimi, secili nga Shitesit ketu heqin dore pa kushte dhe ne menyre te parevokushme nga te drejtat qe rrjedhin, (duke perfshire pa kufizim, te drejtat e perparese)nga ;

- (i) cdo marreveshje midis (a) ndonjerit nga Aksionareve te Shoqerise dhe (b) Shoqerise (perfshire, pa kufizim, cdo marrveshje aktuale te Aksionareve), dhe/ose
- (ii) Statuti

8 KUFIZIMI I PERGJEGJESISE

8.1 Kufizime te Pergjithshme

Pergjegjesia e Shitesve sipas kesaj Kontrate do te jete individuale dhe e perbashket midis tyre.

8.2 Cdo Shites nepermjet kesaj Kontrate heq dore dhe nuk mund te zbatoje ndonje te drejte qe ai mund te kete ne lidhje me nje shtremberim/keqdeklarim, pasaktesi ose mosveprimi ose nga ndonje informacion ose keshille ndaj Shoqerise ose e dhene prej saj, ose cdo nepunes ose punonjes aktual ose i meparshem i shoqerise me qellim per t'i asistuar ata ne lidhje me kushtet e kesaj Kontrate, berjen deklarimit ose dhenien e garancive.

8.3 Afatet kohore

Shitesit nuk do te kene perjegjesi per Demshperblimet per shkeljen e Garantimeve te Shitesve, pervec kur pretendimi perkates u njoftohet Shitesve me shkrim:

- a) brenda tre (3) vjetesh nga Dita e Zbatimit te Kontrates ne rastin e nje Pretendimi Jo-Tatimor; ose
- b) brenda pese (5) vjetesh nga Dita e Zbatimit te Kontrates ne rastin e nje Pretendimi Tatimor.

8.4 Pergjegjesia Maksimale

Maksimuni i pergjegjesise totale te Shitesve nuk do te kaloje, ne lidhje me Garantimet e Shitesit te ndryshme nga Garantimet e Shitesve te Pikes 7.1, nje shume te barabarte me 100% te Cmimit te Shitjes. Ne lidhje me Garantimet e Shitesve te percaktuar ne Piken 7.1, pergjegjesia e Shitesve do te jetë e pakufizuar.

8.5 Shkelja e Garantimeve

Nese ka nje shkelje te Garantimeve te Shitesve dhe:

- (i) vlera e nje aseti te Shoqerise eshte me e vogel se vlera qe do te kishte nese shkelja nuk do te ndodhе; ose
- (ii) shoqeria eshte objekt ose shkakton nje pergjegesi ose nje zmadhim te pergjegjese i cili nuk do te kishte ndodhur ose nuk do te perbente objekt konflikti, nese shkelja nuk do te kishte ndodhur,

Shitesit duket te paguajne Bleresin, me kerkese te tij, nje shume te barabarte me te gjitha Demet e pesuara nga Bleresi (dhe/ose perfituresit e lejuar te tij) dhe/ose Shoqeria si rezultat ose lidhur me shkeljen e Garantimit, i.e.:

- (x) perqindja e Bleresit e reduktimit neto ne vleren e aseteve te Shoqerise ose, sipas rastit, rritja neto ne pergjegjesite e Shoqerise: ose
- (y) reduktimi neto shkaktuar ne vleren e Aksioneve ne Shitje.

8.6 Pretendimet e Paleve te Treta

Ne rastin e Pretendimeve te paleve te treta qe kane shkaktuar shkeljen e Garantimeve te Shitesve qe sjellin pergjegjesine e Shitesve sipas marreveshjes, Shitesit do t'i paguajne Bleresin, me kerkesein e tij, cdo Demshpermбли qe rrjedh prej andej.

8.7 Ne rast kur Shitesit bejne nje pagese sipas kesaj Kontrate, dhe ne cdo kohe pas kesaj pagese, nej Pale e Trete ben nje pagese Bleresit ose Shoqerise, sipas rastit, ne lidhje me nje ceshtje per te cilen kompensimi ishte bere nga Shitesit dhe i cili nuk ishte marre ne konsiderate, kur u llogarit kompensimi, Bleresi duhet menjehere te paguaje Shitesve – nje shume te barabarte me (i) cdo shume te paguar nga Pala e Trete pa kostot dhe shpenzimet e pesuara gjate marrjes se kesaj pagese ose nese nuk ka te tilla (ii) shumen e paguar me pare nga Shitesit tek Bleresi.

8.8 Ndalimi I Perfittimit te Dyfishte

Shitesi nuk ka te drejte te shperblehet me shume se njehere ne lidhje me te njejtin Dem, pavaresisht faktit se Demi I tille rezulton nga nje shkelje e me shume se nje Garantimi dhe/ose marreveshjeje ose detyrimi sipas kesaj Kontrate.

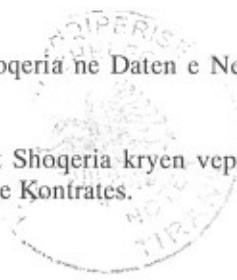
9. DEKLARIMET E BLERESIT

9.1 Lista e Deklarimeve

Bleresi nepermjet kesaj Kontrate i deklaron dhe i garanton Shitesit qe secila nga deklararatat ne Piken 9.1 eshte e vertete, e plote, e sakte dhe jo mashtuese, deri ne Diten e Nenshkrimit:

- a) Bleresi eshte nje person juridik, themeluar dhe organizuar ne menyre te rregullt dhe te vlefshme dhe ne gjendje te mire ne perputhje me ligjislacionin dhe rregullat e Holandes;
- b) Bleresi ka zotesit te plote judirike, pushtetin dhe autorizimin e shoqerise per te ekzekutuar, perfunduar dhe kryer kete Kontrate dhe, ne perputhje me Kushtet e Zbatimit te Kontrates, te perfundoje Transaksionin dhe te marre te gjitha veprimet e nevojshme (perfshire marrjen e te gjithe miratimeve te nevojshme te shoqerise) te ekzekutoje dhe perfundoje kete Kontrate;

- c) Pervec sa eshte parashikuar ne Piken 4.1 te kesaj Kontrate ose persa ka mbetur ne fuqi, asnjë pëlqim, miratim, autorizim, ose veprim tjeter nepermjet dorezimit ose njoftimit, te ndonje Autoriteti Publik nuk kerkohet te behet ose merret nga Blresi perpara ose si një kusht per nenshkrimin ose permbushjen e ndonje prej detyrimeve te Blresit sipas kesaj Kontrate dhe blerjeve e Aksioneve ne Shitje;
- d) Personi/nat qe nenshkrujne kete Kontrate ne emer dhe per llogari te Blresit dhe personi/nat qe nenshkrujne ndonje dokument tjeter te dale ne perputhje me dispozitat e kesaj Kontrate ne emer dhe llogari te Blresit eshte/jane ligjerisht te autorizuar per te vepruar;
- e) Pas ekzekutimit nga Blresi, kjo Kontrate dhe te gjitha dokumentat per tu ekzekutuar sipas saj do te perbejne detyrime ligjore, te vlefshme dhe te detyrueshme te Blresit, te zbatueshme ndaj Blresit ne perputhje me kushtet e tyre respektive;
- f) As ekzekutimi I kesaj Kontrate dhe as permbushja e ndonje prej detyrimeve dhe/ose transaksioneve te parashikuara ketu nuk do te: (i) kundervihen, konfliktojne, ose rezultojne ne shkelje te ndonje ligji te zbatueshem; (ii) rezultoje ne shkelje te ndonje kushti ose dispozite, ne kalimin e kohes ose dhenien e njoftimeve, perbeje kundervajtje, ose rezultoje ne tejkalim te ndonje detyrimi sipas ndonje Kontrate, instrumenti ose kufizimi tjeter tek i cili ai eshte pale ose nga i cili detyrohet; dhe/ose (iii) kundervihet, konfliktojne ose rezulton ne shkelje te ndonje prej kushteve te dokumentateve te vet themelues ose ndonje prej licensave veta te operimit ose ndonje autorizimi.
- g) Asnjë veprim nuk eshte ndermarr dhe asnjë procedure nuk eshte nisur ose pritet qe te niset ne gjykate, arbitrazh, tribunal, arbiter ose ndonje Autoriteti Publik ne lidhje me Blresin ose veprimtarine e tij, i cili mund te preke ligjshmerine, vlefshmerine ose zbatueshmerine e kesaj Kontrate ose ne lidhje me Blresin ose aftesite e tij per te permbushur detyrimet e tij te ketushme, ose te cilat mund te kene efektin e pengimit, voneses ose perndryshe interferimit ne Transaksion. Asnjë porosi, peticion, ose vendim nuk eshte respektivisht bere, paraqitur ose marre per falimentimin, paftesine paguese, likujdimin e Blresit ose te ndonje prej Shoqerive te kontrolluara prej tij.
- h) Blresi nepermjet kesaj Kontrate deklaron dhe garanton qe fondet e tij nuk rrjedhin nga veprimtari te paligjshme sic perkufizohet ne legjislacionin Shqiptar, te BE-se ose konventat nderkombetare ne te cilat Shqiperia eshte pale.
- 9.2 Pervec kur parashikohet shprehimi i ndryshe, secila nga deklarimet dhe garantimet e Blresit do te interpretohen si te vecanta dhe te pavaruara dhe nuk do te kufizohen nga referanca apo kuptimi i kushteve te ndonje prej deklarimeve dhe Garantimeve te tjera te Blresit.
- 9.3 Perteritura e Garantimeve pas Dates se Zbatimit te Kontrates
- Blresi ketu paraqet dhe garanton Shitesit qe deklaratat e bera ne Seksionin 9 jane te verteta, te plota, te sakta dhe jo mashtruese ne Daten e Zbatimit te Kontrates sikur ato te jene perseritur edhe pas Zbatimit.
- ## 10 CESHTJET E PAS-ZBATIMIT TE KONTRATES
- 10.1 Mos-konkurenca.
- a) Secili prej Shitesve bie dakord me Blresin, dhe e siguron qe ai dhe Entitetet Perkatese, vetem ose se bashku, direkt ose indirekt nuk do te kryejne ose nuk do te angazhohen ne ndonje menyre ne Veprimtari Konkuruese ne cdo kohe brenda nje periudhe prej tetembdhje (18) muajsh pas Dates se Zbatimit te Kontrates.
- c) Per kete qellim, Veprimtari Konkuruese do te nenkuptoje nje veprimtari:

- 
- (i) qe konkuron me veprimtarine e zhvilluar nga Shoqeria ne Daten e Nenshkrimit dhe/ose ne Daten e Zbatimit; dhe
 - (ii) qe zhvillohet brenda zones gjeografike ne te cilet Shoqeria kryen veprimitari ne Daten e Nenshkrimit dhe/ose ne Daten e Zbatimit te Kontrates.

10.2 Mos-nxitja per krim

Secili prej Shitesve bie dakord me Bleresin dhe e siguron ate qe ai dhe asnje prej Entiteteve Perkatese brenda nje periudhe tetembedhjete (18) muajve menjehere pas Dates se Zbatimit te Kontrates, vetem ose se bashku, direkt ose indirekt, nuk do te nxisin per krim ose nuk do te perpiqen te terheqin jashte Shoqerise, te ofrojne punesim ose punesojne, ose te ofrojne ose perfundojne ndonje kontrate per sherbime me ndonje person qe ka qene i punesar iShoqerise, ose i angazhuar nga Shoqeria nepermjet nje kontrate/marreveshje me nje entitet tjeter, ne pozicione te rendesishme ose menaxheriale brenda periudhes nga 31 Dhjetori 2006 deri duke perfshire Daten e Zbatimit te Kontrates. Pa cenuar dispozitat paraprirese te kesaj Pike 10.2, secili nga Shitesit bie dakord me Bleresin dhe e siguron ate qe ai dhe asnje nga Entitet Perkatese brenda njezet-e-kater (24) muajsh nga Data e Nenshkrimit, vetem ose bashkarisht, direkt ose indirekt nuk do te nxisin per krim ose nuk do te terheqin jashte Shoqerise ne favor te veprimitarise konkuruuese, ose ofrojne ose perfundojne ndonje kontrate per sherbime ne lidhje me Veprimitarine Konkuruuese me ndonje klient, furnizues, shperndares, agjent ose person tjeter i perfshire ose ne proces per tu perfshire ne transaksione biznesi me ndonje Shoqeri brenda tetembedhjete (18) muajve deri ne Daten e Zbatimit te Kontrates.

10.3 Angazhimet e Pavarura

Secili prej Shitesve njeh dhe bie dakord qe kufizimet e parashikuara ne Piken 10.1 dhe 10.2 me siper perbejne nje kufizim teresisht te ndare dhe te pavarur dhe qe kohezgjatja, masa dhe zbatimi i secilit prej kufizimeve respektive nuk jane me te medhenj se sa eshte e arsyeshme dhe e nevojshme per mbrojtjen e interesave te Bleresit dhe Shoqerise por qe, nese ndonje prej ketyre kufizimeve do te gjykohet nga nje gjykate ose autoritet kompetent, si i pavlefshem ose i pazbatueshem, por i vlefshem nese nje pjese e fjaleve te tij anullohen dhe/ose periudha e caktuar reduktohet dhe/ose fusha e trajtuar aty reduktohet, kufizimi ne fjale do te zbatohet brenda juridiksonit te asaj gjykate apo autoriteti kompetent me modifikime te tilla te nevojshme per ta bere ate te vlefshem dhe efektive.

11 PAGESAT NE RAST ZGJIDHJEJE TE KONTRATES

- 11.1 Kjo Kontrate mund te zgjidhet vetem ne perputhje me Piken 5.2 me siper.
- 11.2 Pas zgjidhjes se kesaj Kontrate, te gjitha te drejtat dhe detyrimet e Paleve te saj do te perfundojne (pervec Dispozitave Mbijetuese) por, per shmangien e dyshimit, te gjitha te drejtat dhe pergjegjesite e Paleve qe jane krijuar perpara pushimit do te vazhdojnë te ekzistojne. Ne rast se zgjidhja e kesaj Kontrate rezulton nga nje shkelje e ndonje prej Shitesve ose ndonje prej detyrimeve te tij sipas kesaj Kontrate, atehere Shitesit duhet ti paguajne Bleresit, Pagesen e Shitesve per Zgjidhjen e Kontrates. Ne rast se zgjidhja e kesaj Kontrate rezulton nga nje shkelje prej Bleresit te ndonje prej detyrimeve te tij sipas kesaj Kontrate, Bleresi duhet ti paguaje Shitesve Pagesen e Bleresit per Zgjidhjen e Kontrates.
- 11.3 Pagesa e Bleresit per Zgjidhjen e Kontrates, nese eshte per tu paguar, duhet paguar nga Bleresi tek Shitesit brenda 20 Diteve Pune, nga dita kur shitesit e kane kerkuar ate.
- 11.4 Pagesa e Shitesve per Zgjidhjen e Kontrates, nese eshte per tu paguar, duhet paguar nga Shitesit tek Bleresi brenda 20 Diteve Pune, nga dita kur Bleresi e ka kerkuar ate.

- 11.5 Pavaresisht nga ndonje dispozite e kesaj Kontrate, ne rast se Zbatimi ndodh, asnje prej Pagesave per Zgjidhjen e Kontrates nuk do te jete e pagueshme sipas kesaj Kontrate.

12 ZGJIDHJA

Nese Zbatimi I Kontrates nuk ndodh deri ne Daten Long Stop, per shkak te mospermbushjes se Kushteve te Zbatimit te Kontrates ose, nese lejohet, per shkak te heqjes dore deri ne Daten Long Stop, atehere secila Pale mund te zgjidhe kete Kontrate (pervec Dispozitave Mbijetuese) nepermjet nje note te thjeshte me shkrim, pa qene nevoja e ndonje formaliteti ose ndjekjes se ndonje procedure gjyqesore, pervec kur Palet kane rene dakord me shkrim ta shtyne Zbatimin e Kontrates ne nje date tjeter. Zgjidhja nuk ka pasoje mbi ndonje te drejte ose perjegjesi te perfituar/rrjedhur te seciles Pale dhe do te jete gjithmone objekt I dispozitave te parashikuara ne Piken 11 me siper.

13 KONFIDENCIALITETI DHE NJOFTIMET

13.1 Informacioni Konfidential

Gjithe informacioni dhe dokumentat e dhena nga ose ne emer te Shitesit, Shoqerise tek Bleresi (ose perfaqesueseve dhe keshilltareve te tij) ose qe jane dhene nga ose ne emer te Bleresit tek Shitesi (ose perfaqesueseve dhe keshilltareve te tij) dhe/ose Entiteteve Perkatese ne lidhje me Transaksionin duhet te ruhen si konfidential dhe nuk duhen perdonur direkt ose indirekt per ndonje qellim tregtar ose konkurence ose per ndonje qellim tjeter, me kusht qe Bleresi mund te ekspozoje keto informacione ose dokumenta tek aneteret e tjere te Grupit te Shitesit dhe, pas Zbatimit te Kontrates, Bleresi mund te ekspozoje informacione ose dokumenta te tilla te cdo person me perjashtim qe kushtet e kesaj Kontrate dhe te ndonje dokumenti transaksiuni te lidhur me te dhe te negociatave qe cuan ne kete Kontrate te mbahet konfidential nga Palet dhe anetaret e Grupit te Shitesit. Secila Pale do te detyroje keshilltaret, punonjesit, perfaqesuesit dhe trashegimtaret dhe Bleresi do te detyroje anetaret e Grupit te Bleresit, dhe Shitesi do te detyroje cdo Entitet Perkates, qe ka akses ne dokumenta te tilla, te ruaje konfidentialitetin e tyre dhe te respektoje detyrimet qe kufizojne perdonimin informacioneve te tilla sikur secili te ishte i detyruar nga te njejtat kushte si Bleresi dhe Shitesi respektivisht.

13.2 Detyrimet e Konfidentialitetit

Pervec detyrimeve te parashikuara ne Piken 13.1, nese Zbatimi i Kontrates nuk ndodh, Pala qe merr informacion dhe dokumenta duhet t'i ktheje ato Pales qe i ka sjelle informacione/dokumenta te tilla ose, ato te cilat nuk mund te kthehen ose nuk kerkohen te kthehen Pales qe i ka sjelle, duhet te shkaterrohen se bashku me cdo material qe permban, reflekton ose iu referohet informacioneve te tilla. Secila Pale duhet te detyroje keshilltaret, punonjesit, perfaqesuesit dhe trashegimtaret, dhe Bleresi duhet te detyroje anetaret e Grupit te Bleresve, dhe Shitesi duhet te detyroje Entitetet Perkatese, qe kane aksese ne informacione te tilla te respektojne kete detyrim sikur secili prej tyre te ishte i detyruar me te njejtat kushte si Bleresi dhe Shitesi respektivisht. Megjithate, nje detyrim i tille nuk do te pengoje Palen respektive te respektoje detyrimet e veta sipas ligjit, rregulloreve te detyrueshme te ndonje entiteti qeveritar, legjislativ ose rregulator, qe eshte I zbatueshem ndaj Palet respektive.

13.3 Perjashtimet

Detyrimi i Paleve dhe i perfaqesueseve, punonjesve dhe keshilltareve te tyre, dhe detyrimi i Bleresit lidhur me Grupin e Bleresit, per te ruajtur konfidentialitetin e informacioneve te siperpermendura nuk do te zbatohet per infomacionet qe;

- a) jane marre ne menyre llore nga Pala e cila nuk kishte si detyrim ruajtjen e konfidentialitetit;

- b) ishin te njojura per gjithesht per publikun;
- c) iu bene te njojura publikut pa fajin e Pales qe ka marre informacionin nga Pala e Trete qe nuk detyrohej te ruante konfidencialitetin;
- d) perbejne Deklarim ne perputhje me nje urdher gjykate kompetente ose autoriteti regullues ose ne perputhje me ligjet dhe rregulloret e zbatueshme ose me rregullat e ndonje burse te njojur, te cilin Pala qe merr informacionin duhet ta respekoje.
- e) perbejne Deklarim te nevojshem per te mbeshtetur nje pretendim ose justifikim ne nje mosmarrveshje te iniciuar ne lidhje me kete Kontrate, ose ndonje marerveshje tjeter ne lidhur ne zbatim dhe ne perputhje me kete Kontrate;
- f) perbejne Deklarim i cili behet perpara keshilltareve profesionist te Bleresit ose Shitesve ne kushte qe keshilltaret ne fjale angazhohen me shkrim te respekoje dispozitat e konfidencialitetit te percaktuara ne kete Kontrate, ne lidhje me keto informacione, sikur ata te ishin Pale e kesaj Kontrate;
- g) mund te perdoren nga Pala qe e merr ate, ne baze te miratimit me shkrim nga nje Pale tjeter qe autorizon Deklarimin ose perdonimin e informacionit ne fjale;
- h) jane te nevojshme per te permbushur ndonje nga Kushtet e Zbatimit, me kusht qe perpara Deklarimit ose perdonimit te informacioneve te tilla ne perputhje me Piken 13.3 shkronjat (d) dhe (e), Pala perkatese te njoftoje me shpejesi Palen tjeter per nje kerkese te till.

13.4 Deklarimet Publike

- a) Pa cenuar Piken 13.4 (b), duke filluar nga data e kesaj Kontrate e ne vazhdim, asnj Pale nuk duhet te beje ose te leshoje, ose te shkaktoje berjen ose leshimin, e ndonje deklarate publike ne lidhje me kete Kontrate, afatet dhe kushtet e saj ose Transaksionin, pa u konsultuar dhe koordinuar me Palen tjeter perpara berjes se nje deklarate te till publike.
- b) Duke filluar nga data e kesaj Kontrate e ne vazhdim, asnj Pale nuk duhet te beje ose leshoje, ose te shkaktoje berjen ose leshimin e ndonje njoftimi, materiali per shtyp ose deklarate te shkruar ne lidhje me kete Kontrate, afatet dhe kushtet e saj ose Transaksionin, pa marre me pare pelqimin e pales tjeter.

13.5 Mbijetesa

Dispozitat e ketij Seksioni 13 do t'i mbijetojne pushimit te kesaj Kontrate.

14 LIGJI I ZBATUESHEM DHE ZGJIDHJA E KONFLIKTEVE

14.1 Ligji i Zbatueshem

Kjo Kontrate do te rregullohet dhe interpretohet ne perputhje me legjislacionin e Republikes se Shqiperise.

14.2 Zgjidhja e Konflikteve

Cdo mosmarrveshje, kontradikt ose pretendim qe rrjedh ose ne lidhje me kete Kontrate, ose shkelje, pushim ose pavlefshmeri, qe nuk mund te zgjidhet nepermjet negociatave miqesore te pajtimit brenda gjashtë- dhjete (60) ditesh, duhet te paraqitet per zgjidhje ne Gjykaten

Nderkombetare te Arbitrazhit Tregtar ne Paris, France ne perputhje me rregullat e Dhomes Nderkombetare te Tregtise, nga tre arbitra te emeruar ne perputhje me Rregullat ne fjale. Vendimi i arbitrazhit do te jete perfundimtar dhe i detyrueshem.

Palet bien dakord qe vendimi i arbitrave, i cili do te percaktoje, midis ceshtjeve te tjera, cfare demesh (nese ka) jane shkaktuar, duhet te jete perfundimtar dhe i detyrueshem dhe i zbatueshem ne cdo gjykate kompetente, dhe palet ketu heqin dore ne menyre te parvokueshme nga cdo kundershtim ose pretendim imuniteti ose mungese juridikzioni/pushtetit personal ne lidhje me zbatimin e tij.

15 HEQJA DORE

15.1 Kushtet e doreheqjes

Pervec sa eshte parashikuar shprehimisht ne kete Kontrate, asnje doreheqje nga ndonje e drejte ose privilegji sipas kesaj Kontrate, perfshire nje doreheqje nga shkelja e ndonje prej dispozitave te ketueshme, nuk do te jete efektive, pervec kur e nejta gje duhet te jete me shkrim, dhe atehere doreheqja e tille do te jete efektive vetem ne rastin specifik per te cilin eshte dhene, dhe doreheqja e tille nuk do te veproje si doreheqje nga ndonje dispozite tjeter e kesaj Kontrate ose nga ndonje aplikim ose shkelje e ardhshme e dispozitave prej te cilave eshte hequr dore.

15.2 Mos – Refuzimi

- a) Pervec sa eshte parashikuar shprehimisht ne kete Kontrate, Palet bien dakord qe asnje shkelje ose vonese nga Shitesi ose Bleresi ne ushtrimin e ndonje te drejte dhe privilegji sipas kesaj Kontrate, nuk do te konsiderohet si refuzim. Asnje zgjatje afati per permbushjen e ndonje detyrimi ose veprimi nuk do te konsiderohet si nje zgjatje afati per permbushjen e ndonje detyrimi apo veprimi tjeter.
- a) Pervec sa eshte parashikuar shprehimisht ne kete Kontrate, Palet bien dakord qeasnje ushtrim i vetem ose i pjesshem i ndonje te drejte, pushteti ose privilegji sipas kesaj Kontrate nuk do te pengoje ushtrimin e te drejtave ose privilegjeve te tjera nga Shitesi ose Bleresi sipas kushteve te kesaj Kontrate.

16 ZBRITJA E TAKSAVE DHE SHUMA E PLOTE

Shuma e Plotë

Palet duhet te paguajne te gjitha shumat e pagueshme prej tyre ne baze te kesaj Kontrate, te lira dhe te pastra nga cdo zbritje apo mbajtje e kerkuar pervec rastit kur ligji e kerkon nje gje te tille. Nese nje zbritje apo mbajtje eshte kerkuar, pala e detyruar te zbrese apo te mbaje ndonje shume te tille, do ta beje kete vetem nepermjet nje njoftimi me shkrim te dhene nga Pala tjeter ne lidhje me shumen qe duhet zbrese apo te mbaje.

Aspekte procedurale

- a) nese ndonje Pale i eshte kerkuar te beje ndonje zbritje apo mbajtje ne lidhje me ndonje takse, ajo duhet te dergoje te gjithe shumen e kerkuar per tu zbritur apo mbajtur tek autoriteti perkates brenda kohes se lejueshme ne baze te legjislacionit ne fuqi. Pala e detyruar te kryej pagesen e shumes per te cilin eshte bere zbritja apo mbajtja duhet te kerkoje nje fature nga Autoriteti perkates dhe duhet t'ia dergoje Pales qe merr kete shume brenda 3 Ditesh Pune pasi ajo e ka marre faturen nga Autoriteti perkates, nje fature originale (apo nje kopje te vertetuar) te leshuar nga autoriteti qe verteton pagimin e te gjithe shumes se kerkuar te zbritej apo te mbahej, nga ky Autoriteti.

- b) nese ndonje Pale paguan nje shume me te madhe se ajo e kerkuar tek Pala marrese ne fjale dhe Pala marrese, ne mirebesim, percakton se ka marre ose qe i jane dhene (dhe nga ka rrjedhur nje perdonim dhe perfitim i plote) nje rimbursim takse ose kreditim takse per shkak te pageses se kryer nga Pala tjeter tek Autoriteti perkates, atchere Pala marrese do te rimbursoje, Palen me nje shume te barabarte me pak se rimbursimi i takses ose kredise kundrejt takses (sipas rastit) dhe shumen shtese te paguar ne baze te nenit 16.1, keshtu qe rimbursimi te lere Palen marrese ne pozita as me te favorshme dhe as me pak te favorshme se ajo qe duhet te ishte nese asnje zbritje apo mbajtje nuk do te ishte kerkuar.

17 DISPOZITA TE NDRYSHME

Pacenueshmeria

Ne rast se ndonjera nga parashikimet e kesaj Kontrate eshte apo behet e paligjshme, e pavlefshme apo e pazbatueshme ne baze te legislacionit te zbatueshem, ligjshmeria, vlefshmeria dhe zbatueshmeria e pjeseve te tjera te kesaj Kontrate nuk do te cenohet apo prishet prej saj.

Teresia e Kontrates

Kjo Kontrate permban te gjithe marreveshjen dhe vullnetin e paleve dhe zevendeson cdo marreveshje apo vullnet te shprehur me pare lidhur me objektin e lendet qe ka kjo Kontrate.

Ndryshime

Asgne ndryshim i kesaj Kontrate nuk do te kryhet pa nje akt te shkruar dhe te nenshkruar nga, dhe ne emer, te te dyja paleve .

Garantime te Metejshme

Secila nga Palet bie dakord te kryej, ose te siguroje kryerjen e, te gjitha akteve dhe veprimeve te metejshme dhe te zbatoje dhe te shperndaje, apo te siguroje zbatimin dhe shperndarjen e ketyre dokumentave te metejshme, sic mund te kerkohet nga ligji ne secilin rast apo sipas nevojes ose ne menyre te arsyeshme sipas kerkeses se Bleresit apo Shitesit respektivisht, te zbatoje dhe t'i japi vlore kesaj Mareveshje dhe Transaksiioni te parashikuar me poshte me qellim per t'i dhene Bleresit perfitimin e plote te aseteve, te drejtave dhe perfitimeve qe transferohen tek Bleresi, duke perfshire, pa kufizime, zbatimin e te gjitha akteve dhe dokumentave, te siguroje thirrjen e te gjitha mbledhjeve, dhenien e te gjitha doreheqjeve dhe aprovimeve dhe miratimin e te gjithave vendimeve ose perndryshe ushtrimin e te gjitha te drejtave dhe kompetencave te disponueshme ne to.

Ne mungese te nje marreveshje specifike te kundert, cdo Pale do te jetë petrgjegjese per te gjitha kostot dhe shpenzimet e saj qe do te kryen per zbatimin e dispozitave te kesaj Pike 17.4.

Njoftimet

Te gjitha kerkesat, njoftimet dhe komunikimet te drejtuara paleve dhe te kryera sipas parashikimeve te kesaj Kontrate do te kryen te shkruara ne gjuhen Angleze dhe do te: (i) transmetohen personalisht; (ii) nepremjet faksit, (iii) nepermjet postes se regjistruar, ose (iv)me korier, ne adresen e percaktuar ketu me poshte apo ne ndonje tjeter te treguar me pare.

Per Bleresin:

Emerging Europe Leasing and Finance (EELF) B.V.

33 Bvd. Aviatorilor, Bucharest, Romania

Ne vemandje te: Z. Horia Manda

Nr. Faksi.: +40 21 222 8504

Per Shitesin: Z. Hysen Ruka

Rr. Brigada VIII, Tirane, Shqiperi



Per Dijeni te: Z. Hysen Ruka

Nr. Faksi: +355 4 250716

Cdo kerkese, njoftim dhe komunikim i bere ne perputhje me dispozitat e kesaj Kontrate do te konsiderohet i marre, i dhene sipas rastit nga Pala te ciles i adresohet; (i) ne daten e dergimit, ne qofte se kerkesa, njoftimi ose komunikata (sipas rastit) eshte dorezuar personalisht ose me poste ose (ii) ne daten e dergimin te faksit, me kusht qe aparati i faksit te gjeneroje një raport konfirmues qe mbahet nga derguesi dhe qe i dorezohet marresit me kerkesen e tij – ne rastin e dergimit me faks ose (iii) ne daten e nenshkrimit te konfirmimit te marrjes – per dergesat me post te rregjistruar.

Kostot dhe Pagesat

- Pervec kur eshte parashikuar ndryshe shprehimisht ne kete Kontrate ose ne nje marreveshje te lidhur si pjese e Transaksionit, shoqeria do te mbuloje te gjitha pagesat, kostot dhe shpenzimet e kryera nga Palet ne lidhje me perqatitjen, negocimin, nenshkrimin dhe zbatimin e kesaj Kontrate dhe Transaksi, perfshire por duke mos u kufizuar ne, te gjitha pagesat dhe shpenzimet e agjenteve, perfaqesueseve, avokateve, illogaritareve, kerkueseve, bankiereve investues dhe keshilltareve te tjere.

Mos-Transferimi i Kontrates

Asnje nga te drejtat dhe detyrimet sipas kesaj Kontrate nuk mund te transferohen pa pelqimin paraprak me shkrim te Shitesit dhe Bleresit.

17.8 Ekzekutimi i kopjeve identike

Kjo Kontrate mund te ekzekutohet ne cfaredo numri kopjesh identike, dhe nga Palet ne kopje te vecanta, por nuk do te jete efektive derisa cdo Pale te kete ekzekutuar te pakten nje kopje identike. Cdo kopje identike do te perbeje originalin e kesaj Kontrate. Por te gjitha kopjet identike do te perbejne sebashku nje dhe te njejtin instrument.

Une, Noteri, pasi ua lexova me ze plotesisht permbajtjen e kesaj Kontrate Paleve, ne prani te perkthyesit Bujar Taho, ata e gjeten ate ne perputhje me vullnetin e tyre te plete dhe te lire, dhe pasi ata nenshruan ne pranine time, une vertetoj nenshkrimet ne perputhje me legjislacionin Shqiptar.

EMERGING EUROPE LEASING AND FINANCE (EELF) B.V.

Nga:

Emri: Thomas Michael Higgins (Nenshkrimi)

Pozicioni: Nenshkrues I Autorizuar

HYSEN RUKA
(Nenshkrimi)



BASRI RRUKA
(Nenshkrimi)

IBRAHIM KRUAJA
(Nenshkrimi)

ARDIAN KAMBERI
(Nenshkrimi)

STEPHEN STRAUSS
(Nenshkrimi)

Perkthyes: Bujar Taho (Nenshkrimi)

NOTERI

Julian Zhelegu
(Nenshkrimi)

Aneksi 1
Vertetimi i Zbatimit



Ky Vertetim Zbatimi eshte lidhur ne [date] midis dhe nga:

EMERGING EUROPE LEASING AND FINANCE (EELF) B.V. eshte nje shoqeri me perjegjesi te kufizuara private themeluar sipas legjislativit Holandez, me numer Regjistri Tregtar 34254970, me seli ne Amsterdam dhe qender aktiviteti ne Prins Bernhardplein 200, 1097 JB Amsterdam, Holand, (me poshte referuar si “**EELF**” ose “**Bleresi**”), perfaquesuar ligjerisht nga Thomas Michael Higgins, me cilesine e Perfaquesuesit Ligjor,

Dhe

- 9 Hysen Ruka**
- 10 Basri Rruka**
- 11 Ibrahim Kruja**
- 12 Ardian Kamberi**
- 13 Stephen Strauss**

(me poshte referuar si “**Shitesit**”).

SI RRJEDHIM ketu eshte rene dakord;

Ne perputhje me Piken 5.3 te Kontrates se Shit-Blerjes se Aksioneve (“Kontrata”) lidhur me aksionet e Landeslease Sh.A., nenshkuar ne 16 Janar 2008 midis Shitesve dhe Bleresit, Shitesit dhe Bleresi bien dakord qe ky dokument do te sherbeje si një Vertetim Zbatimi i Kontrates sic parashikohet ne kete dokument. Te gjitha termat e kapitalizuara qe nuk jane perkufizuar ketu do te kene kuptimin e parashikuar nga Kontrata.

Secili nga Shitesit dhe Bleresi ketu konfirmon dhe pranon qe per qellimet e percaktuara dhe perkufizuar ne kete Kontrate, te gjitha Kushtet e Zbatimit te percaktuara ne Seksionin 4 te Kontrates jane permbushur plotesisht.

Secili prej Shitesve dhe Bleresi ketu konfirmon se te gjitha deklarimet dhe garantimet e percaktuara ne seksionin 7 dhe 9 respektivisht te Kontrates jane te verteta, te plota dhe te sakta dhe jo mashtruese ne te gjitha aspektet dhe nuk kane pesuar ndonje ndryshim qe nga Data e Nenshkrimit te Kontrates.

Ky Vertetim Zbatimi eshte ekzekutuar dhe dorezuar si akt.

Ne pranine e deshmitareve ky vertetim Zbatimi ekzekutohet me efekte ligjore dhe te detyrueshme nga data e pare e shenuar me siper

Ekzekutuar dhe dorezuar si akt nga EMERGING EUROPE LEASING AND FINANCE

(EELF) B.V.



Nga _____

Emri: Thomas Michael Higgins

Pozicioni: Nenshkrues I Autorizuar

Ekzekutuar dhe dorezuar si ne akt nga []

HYSEN RUKA

Nga _____

BASRI RRUKA

Nga _____

IBRAHIM KRUJA

Nga

ARDIAN KAMBERI

Nga _____

STEPHEN STRAUSS

Nga _____

Nga _____

Emri: [•]

Pozicioni [•]

Aneks 2

Entitete per tu njoftuar ne lidhje me ndryshimin e kontrollit

- 1) Banka: Banka Amerikane e Shqiperise , Emporiki Bank-Shqiperi, Banka Credins, First Investment Bank-Shqiperi, Banka Kombetare Tregtare
- 2) Autoritetet Rregullator: Qendra Kombetare e Regjistrimit

Aneks 3
Punonjesit Kryesore



- 5 Ardian Kamberi, Drejtori Ekzekutiv
- 6 Ibrahim Kruja, Menaxher i Pergjithshem-Leasing
- 7 Alkion Elezi, Drejtori i Financave
- 8 Bledar Cenameri, Drejtori Juridik

REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE
Nr. 779 Rep.



R.
EC
VERTE TIM

Sot, me date Shkurt 2008, para meje Julian Zhelegu, noter i Dhomës se Notereve Tirane, u paraqit personalisht perkthyesja e gjuhes angleze e njojur personalisht prej meje, Lindita Gegprifti, e cila me deklaroi se ka perkthyer dokumentin bashkengjitur ne perputhje me origjinalin dhe une, noteri, vertetoj nenshkrimin e saj ne perputhje me ligjin.

NOTER

