



**KONTRATE  
SHIT-BLERJE KUOTASH**

Sot me date 02/03 /2017 (dymije e shtatembdhjete), u paraqiten perpara meje, Noterit **AMELA Q.MUKAJ**, anetar i Dhomes se Notereve, ne Tirane, me seli ne rr. "Blv. Blu, Kamez, Tirane ", palet si me poshte vijon:

- 1. BEE TECH TRADING RESEARCH SOCIETE ANONYME FOR HIGHT TECHNOLOGY PRODUCTS AND CONSTRUCTIONS "-BEE TECH** regjistruar si person juridik me seli qendrore ne Nemeseos street -6, P.O 14452 Metamorfosi Attica ", Greqi , perfaqesuar nga Administratori zYama Ghulam Dastgir ,i identifikuar nepermjet pasaportes nr. OA2195418 (ne vijim mund te referohet shitesi 1);
- 2. Shoqeria VIOLIAP TECHNICAL COMMERCIAL AND INDUSTRIAL SOCIETE ANONYME "- VIOLIAP ATEVE** , regjistruar si person juridik me seli qendrore ne km25, rruga Nationale Athine - Korinthos Greqi , Perfaqesuar nga z.Liapis Charalambros, madhor dhe me zotesi te plote juridike per te vepruar , me nr pashaporte AK 3994671(ne vijim mund te referohet shitesi 2);  
dhe
- 3. Shoqeria "SALILLARI" shpk** regjistruar si person juridik ne Qendren Kombetare te Regjistrimit me NIPT J62903125G, me seli ne adresen Rruga Vore-Marikaj, KM 1 , Vore, Tirane, me administrator z. **Pellumb Salillari**, atesia Rauf, i datelindjes 29.09.1958, lindur ne Berat dhe banues ne Tirane, mbajtes i pasaportes me nr. BI0919514 (ne vijim mund te referohet Bleresi 1);
- 4. Shoqeria "KASTRATI" sh.a,** regjistruar si person juridik ne Qendren Kombetare te Regjistrimit me NIPT K21711502V, me seli ne adresen "Lagjia 14", Ura e Dajlanit, Durres, perfaqesuar nga administratori z. **Gani Kastrati**, atesia Nebi, i datelindjes 15.11.1952, lindur ne Brrut, Kukes dhe banues ne Durres, mbajtes i leternjoftimit me nr. 031107938(ne vijim mund te referohet bleresi 2);

Shitesi dhe Bleresit jane referuar me poshte individualisht si "**Pala**" dhe se bashku si "**Palet**", ose "Shitesit" ose "Bleresit "

**MEQENESE:**

- Shitesit zoterojne 20% te kuotave te Kapitalit te Shoqerise Koncesionare "Albanian Highway Concession" Sh.p.k (ne vijim shoqeria), te Kontrates se Koncesionit "Per ndertimin, permiresimin, operimin dhe mirembajtjen e rruges Milot - Morine"
- Kapitali themeltar i shoqerise eshte 1,000,000 (nje milion) leke, te ndara ne kuota, te cilat jane nenshkruar dhe derdhur rregullisht dhe ne menyre te vlefshme.

Aktualisht palet zoterojne kuotaf si me poshte:

.."

Me ane te kesaj kontrate Shitesi 1, me ane te shitjes 100 % te vleres se kuotes se tij, transferon 10 % te Kapitalit te Shoqerise ne favor te "Salillari" sh.p.k e barazvlefshme me 100.000 lek

Me ane te kesaj kontrate Shitesi 2, me ane te shitjes 100 % te vleres se kuotes se tij, transferon 10 % te Kapitalit te Shoqerise ne favor te "Kastrati" sh.a e barazvlefshme me 100.000 lek

**C.** Ne perputhje me Nenet e Statutit te Shoqerise dhe Ligjit shqiptar "Per Tregtaret dhe Shoqerite Tregtare", Nr. 9901 date 14.04.2008 me ndryshimet perkatese, me ane te Vendimit te Ortakeve te Shoqerise "Catalyst Viva Das General Contracting" LLC, eshte vendosur miratimi i shitjes se 100 % (njqind perqind) te kuotave te zoteruara ne Shoqerine Koncesionare "Albanian Highway Concession" Sh.p.k tek Bleresi.

**D.** Ne baze te Statutit te Shoqerise "Albanian Highway Concession" Sh.p.k ("**Statuti**") kuotat mund te transferohen lirisht mes ortakeve dhe asnjeri prej ortakeve te Shoqerise nuk ka ndonje kundershtrim ne lidhje me kete.

Palet bien dakord per nenshkrimin e kesaj kontrate per shitjen e kuotave nepermjet Shitesit dhe Bleresve ("**Kontrata per Shit-Blerjen e Kuotave**" ose "**Kontrata**"), si me poshte vijon:

## **NENI 1** **Perkufizime**

**1.1** Pervec shprehjeve te tjera te perkufizuara ndryshe ne kete Kontrate, per qellimet e saj, fjalet dhe shprehjet qe vijojne do te kene kuptimin e meposhtem:

"Kontrate"	do te thote kjo Kontrate per Shit-Blerje Kuotash - duke perfshire si pjese perberese te saj, deklaratat paraprake te mesiperme;
"Shoqeria"	do te thote Shoqeria Koncesionare "Albanian Highway Concession" Sh.p.k me NIPT L62427021G, me seli ne adresen: Rruga Vore-Marikaj, KM 1, Vore, Tirane.;
"QKR"	nenkupton Qendren Kombetare te Regjistrimit / Qendren Kombetare te Biznesit
"Leke"	monedha qe perdoret aktualisht ne Republiken e Shqiperise;
"Euro"	nenkupton monedhen qe perdoret ne Bashkimin Europian;
"Data e Kontrates"	nenkupton daten ne te cilen palet kane nenshkruar kete kontrate dhe perben daten ne te cilen Kontrata hyn ne fuqi me te gjitha efektet ligjore ne perputhje me legjislacionin shqiptar;
"Barre"	do te thote çdo hipoteke, detyrim, peng, garanci, e drejte zgjedhjeje, kufizim, e drejta e parablerjes, e drejta per t'u ofruar i pari ne blerje, e drejta ose interesi i nje pale te trete, barre ose interesa siguruese te çdo lloji, ose çdo lloj tjetër marreveshjeje

preferenciale (duke perfshire por pa u kufizuar ne transferimin e nje titulli ose te nje marreveshje kontrolluese) me efekte te ngjashme;

"Pala" ose "Palet" do te thote Bleresit ose Shitesi ose te tre se bashku, sic e kerkon permbajtja;

"Çmimi i Blerjes" do te thote çmimi qe Bleresit i paguajne Shitesit per blerjen e Kuotave, sic percaktohet ne Nenin 3 te kesaj Kontrate;

"Kuota ne Shitje" do te thote kuota te barabarta me 40% (dyzete perqind) te kapitalit themeltar te Shoqerise.

## NENI 2 Objekti i Kontrates

- 2.1 Ne daten e nenshkrimit te kesaj Kontrate ("**Data e Nenshkrimit**"), Shitesi VIOLIAP ATEVE, i shet Blereseve , - "SALILLARI" sh.p.k dhe KASTRATI SHA ,ne total 10%, respektivisht nga 5 (PESE ) % te kapitalit themeltar te shoqerise te cilat i zoteron ligjerisht, te lira nga çdo barre.
- 2.2 Ne daten e nenshkrimit te kesaj Kontrate ("**Data e Nenshkrimit**"), Shitesi BEE TECH , i shet Blereseve , - "SALILLARI" sh.p.k dhe KASTRATI SHA ,ne total 10%, respektivisht nga 5 (PESE ) % te kapitalit themeltar te shoqerise te cilat i zoteron ligjerisht, te lira nga çdo barre.

## NENI 3

### Çmimi i Shitjes

- 3.1 Çmimi i shitjes te VIOLIAP ATEVE i pagueshem nga Bleresit "Salillari" sh.p.k dhe Kastrati" eshte ne vleren 185 000 Euro ( nje qind e tetedhjete e pese mije Euro) ne total dhe perkatesisht 92.500 ( nentedhjete e dy mije e peseqind Euro "Salillari" sh.p.k , dhe 92.500 ( nentedhjete e dy mije e peseqind Euro Kastrati" sh.a ne momentin e nenshkrimit te kesaj kontrate.
- 3.2 Çmimi i shitjes TE BEE TECH i pagueshem nga Bleresit "Salillari" sh.p.k dhe Kastrati" eshte ne vleren 50 000 Euro (pesedhjete mije Euro) ne total dhe perkatesisht 25 000 ( njezet e pese mije ) Euro"Salillari" sh.p.k , dhe 25 000 ( njezet e pse mije Euro) Kastrati" sh.a ne momentin e nenshkrimit te kesaj kontrate
- 3.3 Pagesa do te kryhet :

Per shoqerine BEE TECH ne Banken PIREAUS BANK, me numer llogarie 6624110340279, IBAN GR1701716240006624110340279, Swift Code \_\_\_\_\_, dhe do te faktohet me ane te pasqyrave te llogarive bankare te shitesit dhe te bleresit.

Per shoqerine VIOLIAP ATEVE ne Banken PIREAUS BANK me numer llogarie 5039038413718, IBAN GR8301720390005039038413718 Swift Code



\_\_\_\_\_ dhe do te faktohet me ane te pasqyrave te llogarive bankare te shitesit dhe te bleresit.

## NENI 4 Deklarimet dhe Garancite e Shitesit

- 4.1** Shitesit deklaron dhe garanton ne lidhje me transaksionin qe parashikohet ne kete Kontrate, per te gjitha ceshtjet qe vijojne.
- 4.1.1 Autorizimi** - Te gjitha veprimet, aktet dhe / ose procedurat e tjera te parashikuara nga legjislacioni shqiptar dhe legjislacioni i vendit te regjistrimit te Shitesit dhe / ose aktet e Shoqerive "BEE TECH" dhe "VIOLIAP ATEVE" qe duhet te ndermerren nga ose per llogari te Shitesit dhe qe autorizojne Shitesin te lidhe dhe te zbatoje kete Kontrate jane kryer rregullisht. Kjo Kontrate eshte nenshkruar dhe dorezuar rregullisht nga Shitesit dhe perben nje detyrim te vlefshem dhe ekzekutiv per Shitesin dhe qe duhet zbatuar prej tij, ne perputhje me kushtet dhe afatet e Kontrates.
- 4.1.2 Nenshkrimi** - Nenshkrimi i kesaj Kontrate nuk kerkon asnje depozitim, miratim, autorizim te cfaredolloji nga ndonje autoritet shteteror ose pale e trete pervec miratimit nga asambleja e shoqerive "BEE TECH" dhe "VIOLIAP ATEVE".
- 4.1.3 Pronesia** - Shitesit eshte pronari i vetem dhe i ligjshem i Kuotave ne shitje. Kuotat jane percaktuar dhe emetuar rregullisht si dhe jane shlyer plotesisht nepermjet kontributit ne para ne kapitalin themeltar te Shoqerise.
- 4.1.4 Kuotat** - Kuotat jane te lira dhe te çliruara nga çdo Barre e çfaredo lloji dhe Shitesit ka te gjitha te drejtat, kompetencen dhe autorizimin e plote per t'i shitur, per t'i kaluar, transferuar dhe dorezuar Kuotat ne perputhje me afatet e kesaj Kontrate. Nuk ka asnje kontrate, marreveshje ose detyrim qe krijon ose vendos ndonje Barre ne lidhje me Kuotat ose ndonje numer Kuotash te autorizuar por te paemetuara ne kapitalin e Shoqerise. Asnje person nuk pretendon se ka ndonje te drejte mbi ndonje Barre lidhur me ndonje nga Kuotat. Pervec kesaj Kontrate, nuk ka asnje kontrate, marreveshje, ose detyrim qe parashikon dhenien, emetimin, transferimin, riblerjen ose ripagimin ose dhenien e se drejtes nje personi, te drejten e parablerjes apo te kembimit, ne lidhje me Kuotat objekt te kesaj kontrate.
- 4.1.5** Shitesit ose perfaqesuesit e tyre nuk jane te ngarkuar nga çdo pasqyre financiare nga e kaluara, nga e tashmja apo te ardhmen qe nga themelimi i ndërmarrjes së përbashkët "Catalyst Kontraktues Viva Das General & Salillari Sh.pk & Violiap & Bee Tech & Kastrati Sh.a" të kompanisë në lidhje me përmbushjen e detyrimeve të saj ndaj të tretëve, ndër të cilat performanca e saj kontraktuale ndaj Republikës së Shqipërisë dhe / ose autoriteteve dhe / ose çdo furnizues dhe / ose ndonjë punonjës dhe / ose çdo palë kundërfirmimi dhe detyrimet e lartpërmendura do të përballohen vetëm nga blerësit; në rast të kundërt, e Blerësit do të jetë i detyruar të kompensojë plotësisht shitesit për çdo humbje, përgjegjësi dhe kosto të shkaktuara nga shitësit për këtë arsye. Lidhur me të gjitha dokumentet e ofruara nga Violiap dhe Bee Tech në procesin e tenderit, do të jene vete përgjegjese per cdo parregullsi te paraqitur prej tyre.

**4.1.6** Shitesi heq dorë nga çdo pretendim në lidhje me fitimin që përfiton në formën e dividendit apo ndonjë përfitim tjetër që nga data e transferimit të kuotave. Përveç kësaj Shitësit nuk janë të detyruar ose të ngarkuar për të paguar ndonjë shumë në lidhje me themelimin, funksionimin dhe aktivitetet e kompanisë, edhe para datës së transferimit kuotave.

#### **NENI 5**

#### **Deklarimet dhe Garancite e Blerësit**

- 5.1 Blerësit deklarojnë dhe i japin garanci Shitesve se nënshkrimi dhe dorëzimi i kësaj Kontrate nuk janë dhe nuk do të jenë në konflikt, ose nuk do të rezultojnë në ndonjë shkelje apo mospermbushje, të ndonjë kontrate, marrëveshjeje apo dispozitave të një vendimi gjyqësor, urdhri, dekreti, rregulli ose rregulloreje të detyrueshme për Blerësin.
- 5.2 Blerësi detyrohet të paguajë çmimin e përcaktuar të shitjes së kuotave sipas mënyrës së përcaktuar në nenin 3 të kësaj kontrate.
- 5.3 Blerësit janë të detyruar të paguajnë të gjitha shpenzimet, duke përfshirë edhe tatimet, kontributet apo tjetër, vetëm në Shtetin Shqiptar në lidhje me transferimin e kuotave në fjalë.
- 5.4 Pas përfundimit të transferimit të kuotave tek Blerësi, ky i fundit do të bëjë të gjitha formalitetet e nevojshme për ndryshim e të gjitha të dhëna tek QKB.

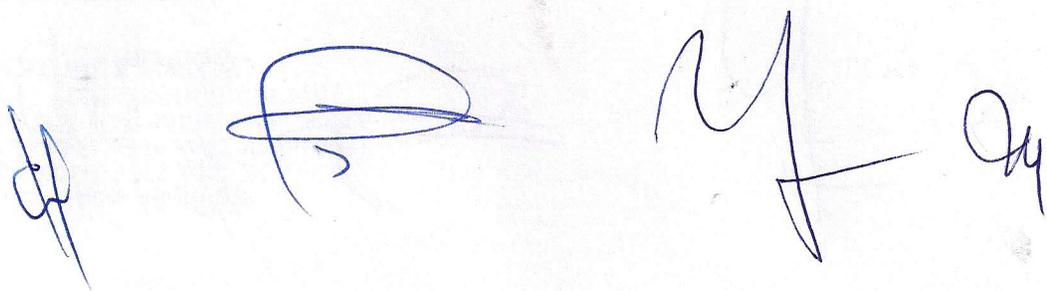
#### **Neni 6 Juridiksioni**

- 6.1 Çdo mosmarrëveshje që mund të lindë nga interpretimi ose zbatimi i kushteve të kësaj kontrate midis paleve, do të zgjidhen me bisedime dhe mirekuptim të ndërsjellë midis paleve në përputhje me legjislacionin shqiptar në fuqi.
- 6.2 Kur midis paleve nuk arrihet zgjidhja e çështjeve me mirekuptim, pala tjetër i drejtohet për zgjidhje Gjykatës së Rrethit Gjyqësor Tiranë.

#### **NENI 7 Taksa dhe Shpenzime**

- 7.1 Palet nuk kanë asnjë përgjegjësi për detyrimet që rrjedhin nga shitblerja e kuotave në vendet përkatëse të rregjistrimit të shoqërive dhe që parashikohen nga legjislacioni i vendit përkatës.
- 7.2 Shitesit, nga data e nënshkrimit të kësaj kontrate, nuk kanë përgjegjësi lidhur me shpenzimet për projektin e koncensionit (Për ndertimin, permiresimin, operimin dhe mirëmbajtjen e rruges Milot - Morinë)
- 7.3 Shpenzimet noteriale do të paguhen nga Blerësit.

#### **NENI 8 Legjislacioni i Zbatueshem**



Kjo kontrate, eshte hartuar ne baze te legjislacionit shqiptar dhe veçanerisht, dispozitat e Kodit Civil te Republikes se Shqiperise, Ligjit "Per Tregtaret dhe Shoqerite Tregtare" me ndryshimet perkatese.

## **NENI 9 Te ndryshme**

- 9.1** Kjo Kontrate perben marreveshjen e plote dhe zevendeson çdo marreveshje te meparshme midis Paleve qe lidhet me objektin e kesaj Kontrate.
- 9.2** Cdo shtese, ndryshim, zgjidhje ose heqje dore nga ndonje prej dispozitave te kesaj Kontrate, do te jete e vlefshme vetem nese behet me shkrim, me akt noterial dhe nenshkruhet nga ose ne emer te seciles Pale.
- 9.3** Ne rast se nje dispozite ose detyrim sipas kesaj Kontrate eshte i pavlefshem, i paligjshem ose i pazbatueshem ne nje juridiksion, vlefshmeria, ligjshmeria dhe zbatueshmeria e dispozitave ose detyrimeve te tjera, ose e ketyre dispozitave ose detyrimeve ne nee juridiksion tjetër, nuk do te preket nga nje fakt i tille.
- 9.4** Palet do te perpiqen te zevendesojne nje dispozite te pazbatueshme ose te pavlefshme, ne masen me te madhe te mundshme, per te arritur qellimin e kesaj dispozite.
- 9.5** Asnjera Pale nuk mund te kaloje dhe/ose te transferoje te drejtat dhe/ose detyrimet sipas kesaj Kontrate, ne teresi ose ne vecanti, pa miratimin paraprak me shkrim te Pales tjetër.

Kjo Kontrate nenshkruhet ne 6 (gjashte) kopje origjinale dhe identike ne te dyja gjuhet anglisht dhe shqip nga une noterja njohese e gjuhes angleze dhe e pajisur me deshmi per kete gjuhe, nje kopje ruhet ne arkiven e noterit dhe pese kopje u jepen paleve.

Une, noteri Amela Q, Mukaj , pasi ua lexova Paleve kete kontrate me ze te larte dhe pasi Palet me vullnet te plote dhe te lire deklaruan se jane dakord me sa me siper e nenshkruajne ne pranine time dhe une noteri, pasi e gjej ne perputhje me ligjin e vertetoj nenshkrimin e tyre sipas ligjit.

### **SHITESI 1**

BEE TECH TRADING RESEARCH SOCIETE ANONYME FOR HIGHT TECHNOLOGY PRODUCTS AND CONSTRUCTIONS "-BEE TECH

**z.Yana Ghulam Dastgir**

### **SHITESI 2**

VIOLIAP TECHNICAL COMMERCIAL AND INDUSTRIAL SOCIETE ANONYME "- VIOLIAP ATEVE

**z.Liapis Charalambros**

**VIOLIAP ATEVE**  
TECHNICAL CONSTRUCTION COMPANY  
25 km. NATIONAL ROAD ATHENS-KORINTHOS  
VAT No: EL 065307430 PAE ATHINON  
TEL : +30-2105249043 - +30-2105233337 FAX : +30-2105237336  
e-mail: geoponi@otenet.gr

**BLERESI 1**  
**"Salillari" sh.p.k**  
**Pellumb Salillari**

**BLERESI 2**  
**"Kastrati" sh.a**  
**Gani Kastrati**

*Pellumb Salillari*



**NOTERE**  
**AMELA Q. MUKAJ**

*AMELA Q. MUKAJ*



REPUBLIC OF ALBANIA  
NOTARY CHAMBER TIRANA

No. 712 Rep.  
No. 359 Coll.



**CONTRACT ON  
SALE – PURCHASE OF QUOTAS**

Today as of date 22.03.2017 (two thousand seventeen), before me the Notary Public AMELA Q.MUKAJ Kapllani a member of the Notary Chamber, in Tirana, with seat at: Rr. "Blv. Gjergj Fishta , Kulla II , Kati I Tirane ", appeared the parties as follow hereunder:

1. "BEE TECH TRADING RESEARCH SOCIETE ANONYME FOR HIGH TECHNOLOGY PRODUCTS & CONSTRUCTIONS", "BEE TECH", registered as e legal entity, with headquarter in "Nemeseos Street 6, P.O 14452, Metamorfoosi Attica", Greece, represented by the Administrator Mr. Yama Ghulam Dastgir, holder of passport no OA2195418 (*hereinafter referred to as the seller 1*)
  
2. "VIOLIAP TECHNICAL COMMERCIAL AND INDUSTRIAL SOCIETE ANONYME- VIOLIAP ATEVE", registered as a legal entity, with headquarters in 25 KM National Road Athens - Korinthos, represented by Mr. Liapis Charalambros, adult and provided with full capacity to undertake legal actions, holder of the passport with No AK3994671 (*hereinafter referred to as the seller 2*);  

*and*
3. **The Company "Salillari"** registered as legal person at the National Registration Center with NIPT J62903125G, with seat at the address: Rruga Vore-Marikaj, KM 1 , Vore, Tirana, with administrator Mr. Pellumb Salillari, fatherhood Rauf, date of birth 29.09.1958, born in Berat and resident in Tirana, holder of the passport with no. BI0919514(*hereinafter referred to as the purchaser 1*)
  
4. **The Company "Kastrati" sh.a**, registered as legal person at the National Registration Center with NIPT K21711502V, with seat at the address: "Lagjia 14", Ura e Dajlanit, Durres, represented by the administrator Mr. Gani Kastrati, fatherhood Nebi, date of birth 15.11.1952, born in Brrut, Kukes and resident in Durres, holder of the identity card with no. 031107938(*hereinafter referred to as the purchaser 2*)

Four handwritten signatures in blue ink, corresponding to the parties mentioned in the contract. From left to right: a small signature, a signature with a large loop, a signature with a vertical stroke, and a signature with a horizontal stroke.

The Sellers and the Purchasers are hereinafter individually referred to as the "**Party**" and jointly as the "**Parties**" or "**Sellers**" or "**Purchasers**".

**WHEREAS:**

A. The Sellers own 20% of the quotas in the Capital of the Concessionaire Company (*hereinafter the company*), of the Concession Contract "*On the construction, improvement, operation and maintenance of Milot – Morine Road*"

B. The establishment capital of the company is 1,000,000 (one million) leke (ALL), divided in quotas, which have been duly signed and settled in a valid manner.

By means of the present contract, the Seller 1, through the 100 % sale of the amount of his quota, transfers 10 % of the Company's Capital equal to 100.000 lek (ALL), in favor of "Salillari" sh.p.k and Kastrati Sh.a.

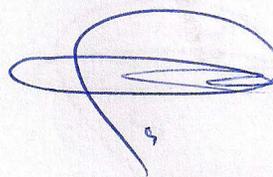
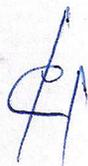
By means of the present contract, the Seller 2, through the 100 % sale of the amount of his quota, transfers 10 % of the Company's Capital equal to 100.000 lek (ALL), in favor of "Kastrati" sh.a and Salillari Sh.p.k.

C. In conformity with the Articles of the Company's Statute and Albanian Law "On Traders and Trade Companies", No. 9901 dated 14.04.2008 with the respective amendments, through the Decision of Shareholders of the Company "BEE TECH" and "VIOLAP ATEVE", it was decided for the approval of selling 100 % (one hundred percent) of quotas owned at the Concessionaire Company "Albanian Highway Concession" Sh.p.k to the Purchasers.

D. Based on the Statute of the Company "Albanian Highway Concession" Sh.p.k ("The **Statute**") quotas may be freely transferred between the shareholders and none of the shareholders of the Company has any objections related to this.

The parties agree about signing the present contract for the sale of quotas through the Sellers and Purchasers ("**Contract on the Sale-Purchase of Quotas**" or "**The Contract**"), as follows hereunder:

**ARTICLE 1**  
**Definitions**



1.1 In addition to other expressions otherwise defined in this Contract, for its purposes, the following words and expressions shall have these meanings given hereunder:

“Contract” means the present Contract for the Sale-Purchase of Quotas – including the above preliminary statements as its integral part;

“The Company” waiting to be established

“NRC” means the National Registration Center / the National Business Center

“Leke” (ALL) means the currency presently used in the Republic of Albania;

“Euro” means the currency used in the European Union;

“Date of the Contract” means the date on which the parties have signed the present contract and it constitutes the date on which the Contract becomes effective with all legal effects in conformity with Albanian legislation;

“Burden” means any mortgage, liability, pledge, guarantee, right of choice, limitation, right of pre-purchase, right to bid first in purchase, right or interest of a third party, burden or insurance interests of any kind, or any other kind of preferential agreements (including, but not limited to the transfer of a title or a controlling agreement) with similar effects;

“Party” or “Parties” means the Purchasers or the Sellers or all four together, as required by the contents;

“Purchase Price” means the price that the Purchasers pay to the Sellers for the purchase of Quotas, as determined in Article 3 of this Contract;

“Quotas on Sale” means quotas equal to 20% (twenty percent) (10% for each Seller) of the Company’s establishment capital.

**ARTICLE 2**  
**Object of the Contract**

- 2.1 On the signing date of this Contract (“**SigningDate**”), “Violiap” is selling to the Purchasers- "SALILLARI" sh.p.k and Kastrati Sh.a, in total 10%, respectively 5 (Five) % each, of the Company’s establishment capital, legally owned, free from any burden.
- 2.2 On the signing date of this Contract (“**SigningDate**”), the Seller –“Bee Tech “ is selling to the Purchasers- Salillari Sh.p.k and "Kastrati" sha, in total 10 (ten) %, respectively 5 (Five) % each, of the Company’s establishment capital, legally owned, free from any burden.

**ARTICLE 3**

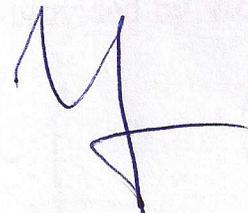
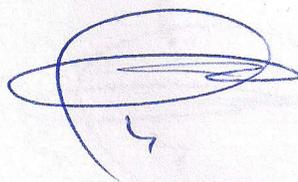
**Sale Price**

- 3.1 The sales price of Violiap Ateve payable by the buyers "Salillari" and Kastrati sh.pk amounts to Euro 185,000 (one hundred and eighty-five thousand Euro) in total and 92.500 respectively (ninety two thousand five hundred Euro" Salillari " sh.pk, and 92.500 (ninety two thousand five hundred Euro Kastrati "company at the time of signing the contract
- 3.2 The sale price of Bee Tech payable by the buyers "Salillari" sh.pk and Kastrati Sha amounts to Euro 50,000 (fifty thousand Euro) and the total respectively 25,000 (twenty five thousand) Euro" Salillari "sh.pk, and 25 000 (twenty thousand Euro ) Kastrati Sh.a company at the time of signing the contract
- 3.3 The payment shall be made for:

BEE TECH company at the PIRAEUS BANK, with account no. 6624110340279, IBAN GR1701716240006624110340279 IBAN : \_\_\_\_\_ Swift Code \_\_\_\_\_ and shall be substantiated through the bank account tables of the seller and purchaser.

VIOLIAP ATEVE company at the PIRAEUS Bank with account number no. 5039038413718, IBAN : GR8301720390005039038413718 Swift Code \_\_\_\_\_ and shall be substantiated through the bank account tables of the seller and purchaser.

**ARTICLE 4**  
**Statements and Guarantees of the Sellers**



- 4.1 The Sellers declares and guarantees in relation to the transaction provided in this Contract, about all the following issues.
- 4.1.1 *Authorization* – All the actions, acts and/or other procedures provided by Albanian legislation and the legislation in the country of Sellers' registration and/or acts of the Company "BEE TECH" and "VIOLAP ATEVE" which should be undertaken by or on behalf of the Sellers and which authorize the Sellers to enter and implement the present Contract have been duly carried out. This Contract was duly signed and submitted by the Sellers and constitutes a valid and executive obligation for the Sellers, which should be applied by them, in conformity with the conditions and terms of the Contracts.
- 4.1.2 *Signing* – Signing the present Contract does not require any deposit, approval, authorization of any kind by any state authority or third party, with the exception of the approval by the assembly of the company "BEE TECH" and "VIOLAP ATEVE".
- 4.1.3 *Ownership* – The Sellers are the sole legal owners of Quotas on sale. The quotas have been duly determined and issued and have been duly settled through the contribution in cash in the establishment capital of the Company.
- 4.1.4 *Quotas* – The quotas are free and clear from any burden of any kind and the Sellers has all the rights, competence and full authorization to sell, pass, transfer and submit the Quotas in conformity with the terms of this Contract. There is no contract, agreement or obligation that creates or decides any Burden related to Quotas or any number of authorized Quotas, but yet not issued in the capital of the Company. No person claims he has any rights on any Burden related to any of the Quotas. In addition to this Contract, there is no contract, agreement, or obligation which anticipates the issuance, emission, transfer, re-purchase or repayment or granting the right to a person, the right of pre-purchase or exchange, in relation to the Quotas, object of this contract.
- 4.1.5 The Sellers and/or their representatives and/or their employees are fully discharged (freed) from any past, present or future liability (financial liabilities) since the establishment of the joint venture "Catalyst Viva Das General Contracting & Salillari Sh.p.k & Violiap & Bee Tech & Kastrati Sh.a" of the Company concerning the fulfillment of its obligations towards third parties, amongst which its contractual performance towards the Republic of Albania and/or any Authorities and/or any supplier and/or any employee and/or any countersigning party and the aforementioned liabilities will be borne solely by the Purchasers; in the opposite case, the Purchasers will be obliged to fully compensate the Sellers for any loss, liability and cost suffered or incurred by the Sellers for this reason. Regarding any documents provided by Violiap and



Bee Tech in the tender process, they will take full responsibility in past, present and future.

- 4.1.6 The Sellers waives from any claims regarding the profit that they benefits in the form of dividend or any other benefit until the date of quotas' transfer. In addition the Sellers will not be obliged or burdened to pay any amount with respect to the establishment, operation and activities of the Company, even before the date of quotas' transfer.

## ARTICLE 5

### Statements and Guarantees of the Purchaser

- 5.1 The Purchasers declare and guarantee the Sellers that signing and submission of this Contract are not and they shall not be in conflict, or they shall not result in infringement or default of the Concession Contract and of any contracts, disagreements or provisions of a court decision, order, decree, rule or regulation mandatory for the Purchasers.
- 5.2 The Purchasers are obliged to pay the determined price for the sale of quotas according to manner determined in Article 3 of this Contract.
- 5.3 The Purchasers are obliged to pay all expenses, including taxes, contributions or other, only in Albania with regard to the said quotas transfer.
- 5.4 After the completion of the quotas transfer, the Purchasers shall cause the Company to proceed to all needed formalities for its record in Company's books and in the NRC and any other relevant authority, while they will send back to the Purchasers relevant certificate for the quotas transfer registration in the NRC when it is completed.

## Article 6

### Jurisdiction

- 6.1 Any disagreements which may arise from the interpretation or implementation of the conditions of this contract between the parties shall be resolved through discussions and mutual understanding between the parties in compliance with the Albanian legislation in force.
- 6.2 When the resolution of issues is not resolved with understanding, the other party addresses for resolution to the Court of Tirana Judicial District.

**ARTICLE 7**  
**Taxes and Expenses**

- 7.1 The parties have not any responsibility for obligations that derives from the sale purchase of quotas in the respective country of registration and that are provided by the legislation of the respective country.
- 7.2 The Sellers, form the date of signing of this Contract , have no responsibility related with the cost of concession project (*On the construction, improvement, operation and maintenance of Milot – Morine Road*).
- 7.3 Notarial expenses shall be paid by the Purchasers.

**ARTICLE 8**  
**Applicable Legislation**

This contract was drafted based on the Albanian legislation and particularly the provisions of the Civil Code of the Republic of Albania, Law “On Traders and Trade Companies” with the relevant amendments.

**ARTICLE 9**  
**Miscellaneous**

- 9.1 This Contract constitutes the full agreement and it substitutes any previous agreements between the Parties regarding the object of this Contract.
- 9.2 Any additions, amendments, resolution or waiver from any of the provisions under this Contract shall be valid only if made in writing, through a notarial act and it is signed by or on behalf of each Party.
- 9.3 In case of a provision or liability according to this Contract is invalid, illegal or inapplicable in a jurisdiction, validity, legality and viability of provisions or other obligations, or of these provisions or obligations in another jurisdiction, shall not be affected by such a fact.
- 9.4 The parties shall make efforts to substitute an inapplicable or invalid provision, to the greatest extent possible, in order to reach the purpose of this provision.



9.5 No Party can pass and/or transfer the rights and/or obligations according to this Contract, entirely or particularly, without the preliminary approval in writing of the other Party.

This Contract is signed in 6 (six) original and identical counterparts in both languages English and Albanian by me the notary public, connoisseur of the English language and provided with certificate in this language, a copy of which is stored in the archives of the notary public and five copies are given to the parties.

I, the notary public AMELA Q.MUKAJ after reading the present Contract to the Parties in loud voice and after the Parties with free and full will declared that they agree with the above, duly sign in my presence and I, the notary public, after finding it in conformity with law, hereby certify their signatures according to the law.

**SELLER 1**

**“BEE TECH TRADING RESEARCH SOCIETE ANONYME FOR HIGH TECHNOLOGY PRODUCTS & CONSTRUCTIONS“**

Mr. Yama Ghulam Dastgir

*Yama Ghulam Dastgir*  
BEE TECH A.F.  
ANONYMH EMI OPIKH KAI EPEKTIKH ETOIMASIA  
PROIOTONTON YPHHME TEXNOLOGIAS KAI KATAKTYEON  
NEMEFEOΣ 6 (PAAATONOΣ) METAMONON...  
ATHA.: 210 9885201 ΦΑΞ: 210 98...  
ΑΔΩΚ: 999327111 - ΑΔΥ: ΦΑΞ ΑΘΗΝΩΝ  
ΑΡ. Γ.Ε.ΜΗ.: 8089101000

**SELLER 2**

**“VIOLIAP TECHNICAL COMMERCIAL AND INDUSTRIAL SOCIETE ANONYME- VIOLIAP ATEVE”**

Mr. Liapis Charalambros

*Liapis Charalambros*  
TECHNICAL CONSTRUCTION COMPANY  
25 Thess. NATIONAL ROAD ATHENS-KORINTHOS  
VAT No: EL 093307430 - FAE ATHINON  
TEL +30-21069246042 - +30-2105233333 FAX +30-2105237336  
e-mail: geoponi@otenet.gr

**PURCHASER 1**

**“Salillari” sh.p.k  
Pellumb Salillari**

*Pellumb Salillari*

**PURCHASER 2**

**“Kastrati” sh.a  
Gani Kastrati**

*Gani Kastrati*  


**NOTARY**

**AMELA Q.MUKAJ**

*Amela Q. Mukaj*

