

KONTRATE SHIT-BLERJE KUOATASH

Sot me date 20/08/2019 Bleresi dhe Shitesi, kane redaktuar kete kontrate shitblerje te kuotave, me termat dhe kushtet e meposhtme

SHITESI:

- Z. Dominic Noel William Evans, shtetas anglez, lindur me 21 Dhjetor 1982, ne Chertsey, Mbreteria e Bashkuar dhe banues ne WINGLES ne adresen 12 DAWN Gdns, WINGLES madhor dhe me zotesi te plete per te vepruar mbajtes i pasaportes me Nr. S25101664.

BLERESI:

- Z. Endrit Hido, shtetas shqiptar, I biri i Edmondit, lindur me 27.02.1989, ne Tirane, Shqiperi dhe banues ne Tirane me adrese rr. Ded Gjon Luli, P. 3/1, madhor dhe me zotesi te plete per te vepruar mbajtes i kartes se identitetit me nr. 027846796 e nr. Personal I90227072Q

Palet kane rene dakort per lidhjen e kesaj kontrate per shit-blerjen e kuotave, ne perputhje me legjislacionin shqiptar ne fuqi.

DISPOZITA TE PERGJITHSHME:

Shitesi ne kete kontrate eshte ortak i shoqerise TRIMED sh.p.k (ketu e me poshte do te permendet me emrin Shoqeria), nje shoqeri e krijuar sipas ligjeve shqiptare, regjistruar ne Regjistrin Tregtar te Qendres Kombetare te Regjistrimit, identifikuar me nr. NIPT K51612031J. Shoqeria ushtron aktivitetin e saj ne fushen e import-exportit te produkteve mjekesore dhe farmaceutike dhe ne perputhje me legjislacionin shqiptar. Shitesi eshte zoterues i padiskutueshem dhe pronar i 50% te kapitalit te Shoqerise.

SHARE TRANSFER AGREEMENT

Made today, on 20/08/2019, the Seller and the Buyer, have edited this contract for transfer and purchase of shares, with the following terms and conditions:

THE SELLER:

- Mr. Dominic Noel William Evans, British citizen, born on 21 December 1982, in Chertsey, United Kingdom and resident in United Kingdom, at the address in 12 DAWN Gdns, WINGLES with legal personality and full capacity to act, holder of passport with no. S25101664

THE BUYER:

- Mr. Endrit Hido, shtetas shqiptar, son of Edmond, born on 27.02.1989, in Tirana, Albania and resident in Tirana at the address Str. Ded Gjon Luli, P. 3/1, with legal personality and full capacity to act, holder of ID card with no. 027846796 and Personal no. I90227072Q

The parties have agreed to conclude this agreement for shares transfer, under the laws of Albania.

GENERAL PROVISIONS:

The seller in this contract is a shareholder of TRIMED sh.p.k Company (hereinafter referred to as The Company), a company duly incorporated under the Albania laws, registered within the commercial register of the National Center of Registration with the identification no. NIPT K51612031J. The Company exercises its activity in the field of import, export of medicinal, and pharmaceutical products and in conformity with the Albanian legislation. The Sellers are the indisputable owners and possessors of the 50 % capital of the Company.





Bleresi, Endrit Hido, eshte duke ndjekur procedurat e fitimit te pronesise te kapitalit te Shoqerise dhe eventualisht do te behet ortak ne masen 50% te kapitalit te Shoqerise TRIMED sh.p.k me te gjitha te drejtat dhe detyrimet qe rrjedhin nga pronesia e pjeseve te permendura.

NENI 1 PERKUFIZIMET

Termat e me poshtme do te kene kuptime e tyre perkatese sic jane perdorur ne kontrate:

Kontrate do te kuptojme kete Kontrate per shitjen dhe blerjen e pjeseve, te arritur midis Shitesit dhe Bleresit.

Transferim do te kuptojme shitjen dhe blerjen e kuotave, dhe ne pergjithsi pranimin, nenshkrimin dhe dorezimin e te gjithe dokumentacionit dhe permbushjen e te gjithe detyrimeve ashtu sic kerkohen per transferimin ne perputhje me kete kontrate.

Date Transferimi do te kuptojme daten e nenshkrimit te kesaj kontrate nga te dyja palet ne perputhje me legjislacionin shqiptar ne fuqi.

Pale do te kuptojme Shitesit dhe Bleresit, ose te dy, ashtu si percaktovet nga permbajtja e kontrates;

Shoqeri do te kuptojme TRIMED sh.p.k.

Cmim transferimi do te kuptojme cmimin e plote qe Bleresi do ti paguaje Shitesit per shitjen e pjeseve, sic percaktohet ne nenin 3 te kesaj kontrate;

Transferim pjesa do te kuptojme 50% te kapitalit te Shoqerise.

The Buyer, Endrit Hido, is in the process of acquiring the ownership of the Company's shares and will eventually become share holder in the measure of 50% of the capital of TRIMED shpk with all rights and obligations arising from the ownership of the mentioned shares.

ARTICLE 1 THE DEFINITIONS

The following terms shall have their corresponding meanings as are used in this contract:

Contract shall mean this Contract for the transfer and purchase of the quotas, concluded between the Sellers and Buyer.

Transfer shall mean the sell and the purchase of the quotas, and in general the acceptance, signature and exchange of the entire documentation and fulfillment of the entire obligation as required for the transfer in the conformity with this contract.

Transfer date shall mean the signing date of this contract by the parties, in accordance with the Albanian legislation in force.

Party shall mean the Seller or the Buyer, or both, as determined from the context of the contract;

Company shall mean TRIMED sh.p.k.

Price of transfer shall mean the full tha the Buyer will pay to the Sellers for the purchase of the quotas, as determined in the article 3 of this contract;

Transfer of share shall mean 50% of the shares of the company capital;

Bilanc Transferimi do te kuptojme bilancin e shoqerise, miratuar irregjulisti nga organet kompetente te shoqerise dhe e cila eshte pranuar nga palet si pjesa integrale e kontrates.

Vendim i Ortakeve do te kuptojme Vendimin e TRIMED sh.p.k per miratimin e transferimit te mases prej 50% te kapitalit dhe / ose Vendimin e Bleresit per miratimin e blerjes te pjesave ne masen 50% te kapitalit te shoqerise.

Detyrime te Shoqerise do te kete kuptimin e ndonje detyrimi finaciar, apo tatum ose detyrim tjeter te TRIMED sh.p.k. kundrejt cdo lloj enti privat apo publik.

Fjalet e perdorura ne njeje ne kete kontrate do te perfshijne edhe shumesin e tyre.

NENI 2 OBJEKTI I KONTRATES

Objekti i kesaj kontrate eshte transferimi i 50% te kapitalit te shoqerise TRIMED sh.p.k. nga shitesi tek bleresi, nenshkuar dhe derdhur ne menyre te vlefshme, duke perfaqesuar kontributin ne te holla te ortakeve, te cilet jane shitesit ne kete kontrate.

NENI 3 CMIMI I TRANSFERIMIT TE PJESEVE DHE PAGESA

Bleresi ne menyre te parevokueshme bie dakort dhe deklaron te beje pagesen prej 300,000 (treqindmije) Euro e cila perfaqeson cmimin e transferimit te mases prej 50% te kapitalit te shoqerise.

Palet deklaruan se nuk do te kete tani dhe ne te ardhmen anje pertendim per cmimin e transferimit.


Transfer balance sheet shall mean the balance sheet of the company, regularly approved from the competent bodies of the company and which is accepted by the parties as integral part of this contract.

Shareholder's Resolution shall mean the Resolution of the TRIMED sh.p.k Company for the approval of the operation of shares transfer in the measure of 50% of the capital and/or the Resolution of the Buyer for the approval of acquisition of the shares in the measure of 50% of the company's capital

Obligation of the Company shall have the meaning of any financial, tax or other obligation of the TRIMED sh.p.k. Company against any public or private entity of any kind.

The regular words used in this Contract shall also include their plurals

ARTICLE 2 SUBJECT MATTER OF THE CONTRACT

The object of this contract is the transfer of 50% of capital of the TRIMED sh.p.k company by the seller to the buyer, duly authorized and validly signed and issued, representing the contribute in cash of the shareholders, which are the sellers in the contract.

ARTICLE 3 THE PRICE OF THE SHARES TRANSFER AND THE PAYMENT

The Buyer hereby and irrevocably agrees and declares to make the payment of 300,000 (three hundred thousand) Euro which represents the transfer price of 50% of the company's capital.

The parties declared that will not have now and in the future any pretends over the transfer price.



NENI 4
TRANSFERIMI I PRONESISE

Bleresi, do te bhet Ortak i Shoqerise ne total ne masen 50% te kapitalit total te shoqerise pas nenshkrimit te kesaj kontrate, me miratimin e transferimit te 50% te pjeseve te kapitalit nga shitesi i Shoqerise.

Dokumentacioni per transferimin e kuotes depozitohet ne Regjistrin Tregtar prane Qendres Kombetare te Registrimit ne perputhje me legjislacionin shqiptar.

NENI 5
DETYRIMET E PALEVE

Duke mos perjashtuar ndonje veprim tjeter qe duhet te ndermerret apo te ndonje instrument qe duhet te nenshkrue ose dorezohet ne perputhje me kete kontrate per transferimin e kuotave

a) Shitesit duhet:

- 1- Te dorezojne Vendimin e Asamblese se Ortakeve te Shoqerise per miratimin e operacionit te shitjes dhe blerjes se pjeseve.
- 2- Te nenshkrue ose te dorezoje ose duhet te bejne te mundur nenshkrimin ose dorezimin e dokumentave te tjera te nevojshme ne perputhje me legjislacionin shqiptar dhe qe lejon transferimin e pronesise ne masen 50% te kapitalit te shoqerise ne favor te Bleresit.

Dhe

b) Bleresit duhet:

- 1- Te paguaje cmimin e plete te shitjes se 50% te kapitalit te shoqerise ne shumen e percaktuar ne nenin 3 te kesaj kontrate dhe ne menyren e pershkruara me siper.
- 2- Te dorezoje Vendimin e Shoqerise per miratimin e blerjes se 50% te kapitalit te



ARTICLE 4
THE TRANSFER OF THE PROPERTY

The Buyer, will become quota holder of the Company in the measure in total of 50% of the entire capital after the signature of this contract, with the approval of the share transfer capital of 50% from the sellers, from the Company.

The documentation for the transfer of the share shall be submitted for registration at the Commercial Registry near the National Center of Registration in accordance with the Albanian law.

ARTICLE 5
THE OBLIGATION OF THE PARTIES

Except any other action to be undertaken and any instrument to be undersigned and/or delivered in accordance with this contract for the transfer of the quotas:

a) The Seller shall:

- 1- Deliver the Resolution of the Company's shareholders Assembly for the approval of the operation for the transfer and purchase of the shares;
- 2- Signature and delivery or shall make possible the signature and delivery of the other instruments considered necessary according to the Albanian legislation and that allows the transfer of the property in the measure of 50% of the entire capital in the favor of the Buyer.

And

b) The Buyer shall

- 1- Pay the full price of the transfer of 50% of the entire capital in the amount determined in the article 3 of this contract and upon the modalities described above;
- Deliver the Resolution of the company for the approval of the 50% of the entire capital



shoqerise dhe per caktimin e perfaqesuesve gjate procedurave te lidhjes² the noterizimit te kontrates, ne perputhje me kerkesat e percaktuara nga legjislacioni shqiptar.

Me realizimin e shitjes se 50% te kapitalit te shoqerise nga shitesi, Bleresi do te fitoje pronesine e kesaj mase te kapitalit te shoqerise ne daten e transferimit dhe do te fitoje ndonje dividend te dekluaruar dhe te paguar si gjithe detyrimet dhe te drejtat qe rrjedhin nga pronesia e kuotave.

Shoqeria, pas shitjes se kuotave ne favor te Bleresit, do te procedoje me depozitim e praktikes perkatese te shit-blerjes se pjeseve ne Regjistrin Tregtar prane Qendres Kombetare te Regjistrimit.

NENI 6 DEKLARIMET DHE GARANCITE E PALEVE

Shitesit deklarojnë dhe garantonë Bleresit sa me poshtë;

- a. Shitesit janë individe me reputacion te larte dhe ortak i vetem i 50% te kapitalit te Shoqerise. Shitesit kane ndermarrë te gjithe veprimet e nevojshme per te lejuar zbatimin dhe ekzekutimin e kesaj kontrate. Kjo kontrate eshte e vlefshme dhe detyruese per Shitesit ne perputhje me termat dhe kushtet e percaktuara ne te.
- b. Shoqeria TRIMED sh.p.k ka autoritet te plete dhe kompetence per te vepruar ne perputhje me objektin e akteve të saj dhe per te zotuar pasurite dhe aktivit të pronesi te saj. Shoqeria eshte e kualifikuar dhe e licensuar sipas ligjeve per te ushtruar aktivitetin e saj. Shitesit garantonë te mos ndryshojnë ose te mos shfuqizojnë dokumentat ligjore te shoqerise qe kane te bejne me aktin e themelimit te saj dhe me licensat per aktivitetet e lejuara, deri ne daten e transferimit.

purchase and for the appointment of the representative during the procedures of the contract stipulation and notarization, as required from the Albanian legislation.

With the realization of the transfer of 50% of the entire capital from the Seller, the Buyer will acquire this measure of the capital of the company on the transfer date and will acquire any dividend declared and paid as all the obligation and rights deriving from the property of the quotas.

The company, after the transfer of the quotas in the favor of the Buyer, will proceed with the deposit of the respective practice of shares transfer within the commercial register near the National Center of Registration.

ARTICLE 6 PARTY'S DECLARATIONS AND GUARANTIES

The Sellers declare and guaranty to the Buyer the following:

- a. The Sellers are individuals with high reputation and true and lawful holder of 50% of the capital of the Company. The Sellers have undertaken all the implementation and execution of this contract. This contract is valid and mandatory for the Sellers in conformity with the terms and conditions provided in it.
- b. The TRIMED shpk Company has full authority and competencies to operate according to the subject matter of its activity and to own its properties and actives in its possession. The Company is qualified and licensed according to the laws for exercising the activity. The Sellers guarantee not to change or amend the legal document of the company related with its constitutive act and specific licensed and authorized activities till the Transfer Date.

c. Zbatimi i kesaj kontrate nuk dhunon ose perben shkelje te ndonje dispozite apo akti te Shoqerise.

Shoqeria nuk ~~konsiderohet~~ e paaftë per te perm bushur dhe ekzekutuar ndonje detyrim, mjet kontraktor apo marreveshje ku ajo eshte pale ose e lidhur dhe nuk ekziston ndonje detyrim, kontrat, mjet ose marreveshje qe mund te kete pasoja ose deme ne aktivitetin e shoqerise, mbi pronesite e saj apo ne ndonje veprim.

Shoqeria eshte pajisur me te gjithe licencat dhe lejet e tjera te nevojshme qe lejojne ushtrimin dhe administrimin e aktivitetit, te cilat aktualisht jane te vlefshme. Shitesit garantojne se keto licenxa apo leje nuk do te mbyllen, hiqen, apo te ndryshohen ne menyre te tille qe te sjellin pasoja mbi objektin per te cilin jane leshuar apo qellimit perse jane leshuar.

Bleresi deklaron dhe garanton Shitesit per sa me poshte;

- Bleresi ka fuqine e plete per te marre pjese si pale ne kete kontrate dhe te ekzekutoje detyrimet e marra persiper sipas kesaj kontrate. Bleresi ka ndermarre te gjithe veprimet e kerkuara per te perfunduar kete kontrate dhe per te ekzekutuar te gjithe detyrimin qe rrjedhin nga ajo.
- Zbatimi i kesaj kontrate nga pala Blerese nuk do te kete pasoja apo cenoje ndonje dispozite, ligj, vendim apo urdher te zbatuershem per Bleresin.
- Bleresi zoteron te gjitha mjetet per te paguar cmimin e plete te kesaj kontrate.

NENI 7 PERMBUSHJA E DETYRIMEVE TE PALEVE

- Kushtet per permbushjen e detyrimeve nga ana e shitesve

c. The implementation of this contract does not violate or constitute an infringement of any provision of the legal act of the Company.

The Company is not considered as unable to fulfill and execute any obligation, contract instrument or undertaking where it is party or is related to, and does not exist any obligation, contract, instrument or undertaking that may affect or damage in the activity of the company, in its properties or any transaction.

The Company has obtained all the licenses and other necessary permission consenting the continuance and administration of the activity, which are actually valid. The Seller guarantee that these licenses or permissions will not be withdrawn, abolished or modified with the intention to affect their initial objective and purpose.

The Buyer declares and guarantees to the Sellers the following:

- The Buyer has full authority to enter as party in this contract and to execute the transaction approved by this contract. The buyer has undertaken all the actions required to conclude this contract and to execute the entire obligation deriving by this.
- The implementation of this contract from the part of the Buyer will not affect or violate any provision, law, decision or decree applicable for the Buyer.
- The Buyer possesses all legal means to cover the full price of this contract.

ARTICLE 7 EXECUTION OF THE PARTY'S OBLIGATIONS

- Conditions of the sellers for the execution of their obligation





Permbushja e detyrimeve te Shitesit qe buron nga kjo kontrate dhe nga data e Transferimit do te zbatohen vetem nese:

- a. Deklarata dhe garancite e Bleresit te vendosura ne kete kontrate do te jene te verteta dhe korrekte ne te gjithe aspektet qe nga data e Transferimi, dhe ne lidhje me kete, Bleresi do te kete realizuar te gjithe veprimet per qellimin e kesaj kontrate;
- b. Bleresi do te kete ekzekutuar te gjithe detyrimin te parashikuar ne kete kontrate.

2. Kushtet per permbushjen e detyrimeve nga ana e Bleresit

Permbushja e detyrimeve te bleresit qe burojn nga kjo kontrate dhe nga data e Transferimit do te zbatohen vetem nese:

- a. Deklarata dhe garancite e Shitesit te vendosura ne kete kontrate do te jene te verteta dhe korrekte ne gjithe aspektet qe nga data e Transferimit dhe ne lidhje me kete, Shitesit do te kene realizuar te gjithe veprimet per qellimin e kesaj kontrate;
- b. Nuk ka asnje veprim, proces apo procedim kunder Shitesit qe mund te ndikojne ne vlefshmerine dhe legitimitetin e detyrimeve dhe te akteve te miratuar sipas kesaj kontrate dhe qe mund te shkaktoje deme ne zotesine e Bleresit per te perfunduar dhe realizuar kete kontrate;
- c. Shitesi duhet te ekzekutojne te gjithe detyrimin e parashikuar ne kete kontrate.

NENI 8 TRANSFERIMI I KUOTAVE

Me realizimin e kushteve dhe detyrimeve te parashikuara ne kete Kontrate, Shitesit do te humbasin pronesine e tyre respektivisht mbi 50% te pjeseve te zoteraura ne kapitalin themeltar te shoqerise TRIMED sh.p.k prej secilit, dhe deklarojne se me permbushjen e kushteve dhe detyrimeve te permendura, ata nuk do te kene sot dhe ne te ardhmen asnjë

The execution of the Sellers' Obligation deriving from this contract and in the Transfer Date, or prior will take only if:

a. The declaration and guaranties of the Buyer settled in this contract will be true and correct in all aspects on the Transfer Date and in this regards, the Buyer will have realized all the actions for the purpose of this contract;

b. The Buyer will have executed the entire obligation provided in this contract.

2. Condition of the Buyer for the execution of its obligation

The execution of the Buyer' obligation deriving from this contract and in the Transfer Date will take place only if:

a. The declaration and the guaranties of the Sellers settled in this contract will be true and correct in all aspects on the Transfer Date and in this regards, the Sellers will have realized all the actions for the purpose of this contract;

b. There are no actions, lawsuits or proceedings against the Seller that may affect the validity or legitimacy of the obligation and act approved herein and may cause damages on the ability of the Buyer to acquire the quotas after the transfer operation;

c. The Sellers will have executed the entire obligation provided in this contract.

ARTICLE 8 THE SHARE TRANSFER

Following the fulfillment of the condition and obligation provided above in this Contract, the Sellers shall be deprived from their ownership respectively of the 50% each of the shares possessed in the basic capital of TRIMED Company, declaring that upon the fulfillment of the said conditions and obligation, they will not have in the future any claims for the ownership

pretendim per pronesine e ketyre pjeseve. Ndersa Bleresi do te behet pronar i pjeses se transferuar, duke fituar cilesine e ortakut te Shoqerise.

Kapitali i Shoqerise TRIMED sh.p.k, pas perfundimit te kontrates se shit-blerjes se kuotave, do te zoterohet si me poshte:

- Z. Endrit HIDO, zotërues i 1 kuote, që përfaqëson 50 % te kapitalit me një vlore prej 30,450,000 (tridhjetëmillionekatërqinddepesëdhjetëmijë) lek ;
- Z. Shani Peposhi, zotërues i 1 kuote, që përfaqëson 40 % te kapitalit me një vlore prej 24,360,000 (njëzetkatërmilionetreqinddegjashtëdhjetëmijë) lek ;
- Zj. Gentiana Peshkatari , zotërues i 1 kuote, që përfaqëson 10 % te kapitalit me një vlore prej 6,090,000 (gashtëmillionenëntëdhjetëmijë) lek

NENI 9 ANULLIMI KONTRATES

Ne rast se palet nuk do te ekzekutojne dhe permbushin detyrimet e tyre ashtu si pershkruhet ne kete kontrate, kjo kontrate do te behet e pavlefshme.

NENI 10 NDRYSHIMET, HEQJA DORE, ETJ.

Asnje dispozite e kesaj kontrate nuk mund te ndryshohet, te prishet apo te kufizohet, pervecse miratimit me shkrim te nenshkruar nga pala kundrejt te cilet behet ndryshimi, prishja apo kufizimi. Ne asnje rast, heqja dore nga ndonje prej kushteve te Kontrates nuk do te shtrihet apo te kete efekt tek ndonje tjeter kusht, ndaj te cilil nuke eshte hequr dore ne menyre te shprehur, dhe as do te demtoje ndonje t drejte qe preket nga doreheqja.

of these shares. Whereas the Buyer shall become owner of the quota transferred, acquiring the quality of a quota holder of the Company.

The capital of TRIMED sh.p.k, after the finalization of this Transfer and Purchase of the Quotas Contract and the terms provided within, will be possessed as follows:

- Mr. Endrit HIDO, holder of 1 quota, representing 50% of the capital at a value of ALL 30,450,000 (thirty million four hundred fifteen thousand);
- Mr. Shani Peposhi, holder of 1 quota, representing 40% of the capital at a value of ALL 24,360,000 (twenty-four million six hundred and sixty thousand);
- Ms. Gentiana Peshkatari, holder of 1 quota, representing 10% of the capital at a value of ALL 6,090,000 (six million ninety thousand).

ARTICLE 9 ANNULMENT OF THE CONTRACT

In case that the parties will not have performed and fulfilled their obligation as described in this contract, this contract will become null and void.

ARTICLE 10 AMENDMENTS, WAIVERS, ETC

No provision of this Contract can be amended, deleted or terminated, except by an instrument in writing signed by the party against which enforcement of the amendment, deletion, or termination is sought. No waiver of any term of this Contract shall extend to or affect any other term not expressly waived, neither shall it impair any right consequent thereon.

NENI 11
ZGJIDHJA E KONTRATES

Kjo Kontrate shitblerje kuotash do te konsiderohet e zgjidhur nese:

1. Nje nga palet do te deshtoje ne ekzekutimin e detyrimit te ndermarre ne perputhje me dispozitat e kesaj kontrate.
2. Nuk do te realizohet transferimi i kuotave ne daten e transferimit, si rezultat i veprimeve te paligjshme dhe mosveprimeve, ose neglizhences se ndonjeres prej paleve.
3. Nese vertetohet nje force madhore, lufte, revolucion apo shkaterrim i prones nga termeti, kur keto ngjarje kane ndodhur perpara Dates se Transferimit.

Nese kontrata do te zgjidhet per rastet e parashikuara ne piken 1 dhe 2 te kontrates, pala qe ka shkaktuar demin do te jete perjegjese dhe detyrohet te demshperbleje demet eventuale.

Nese kontrata do te zgjidhet per rastin e parashikuar ne piken 3 te kesaj dispozite, asnjë nga palet nuk detyrohet te demshperbleje demet eventuale te shkaktuara.

NENI 12
TERESIA E KONTRATES

Palet bien dakort dhe pranojne se te gjithe kushtet dhe dispozitat e kesaj kontrate jane themelore dhe te rendesishme. Ne perputhje me kontraten, secila nga palet kontraktuese i garanton dhe premton pales tjeter, ekzekutimin e te gjithe detyrimeve me mirebesim dhe ne perputhje me te gjithe kushtet dhe dispozitat parashikuar ne te.

Per me teper, palet deklarojne se, ne ekzekutimin e kesaj kontrate, ata kane marre ne konsiderate ndonje apo gjithe ndryshimet e papritura te rrethanave.

ARTICLE 11
TERMINATION OF THE CONTRACT

This contract for the transfer and purchase of the quotas is considered terminated if:

1. One of the parties shall fail with the execution of the obligation undertaken in conformity with the provision of this contract.
2. Will not be realized the transfer of the quotas within the Transfer Date, as result of illegal actions or passivity, or negligence of the parites.
3. There will be verified an event of force major, of war, revolution or destruction of property from the quake, when these event have occurred before the Transfer Date.

If the contract will be resolved for the cases provided in point 1 and 2 of the contract, the party that caused it will be responsible and obligated to indemnify the eventual damages caused

If the contract will be resolved for the cases provided in point 3 of this article, neither of the parties will be obligated to indemnify the eventual damages caused.

ARTICLE 12
ENTIRE CONTRACT

The parties hereto agree and acknowledge that each, every and all terms and provisions of this Contract are basic and essential. Accordingly, each contracting party pledges and warrants to the others the discharge in good faith of all their obligations hereunder in strict compliance to each, every and all terms and provisions hereof.

Further, the parties hereto expressly declare that, in executing this Contract, they have taken into consideration any and all unforeseeable change of circumstances.



Pervec kesaj, palet bien dakort te kryejne veprime te tjera dhe te ekzekutojne e te dorezojne dokumente te tjere nese eshte e nevojshme apo e pershtatshme per te arritur qellimin e kesaj kontrate.

NENI 13
LEGJISLACIONI I ZBATUESHEM DHE
JURIDIKSIONI

Kjo kontrate do te interpretohet ne perputhje me ligjet shqiptare dhe nese ka ndonje konflikt, qe nuk zgjidhet ne menyre miquesore, konflikti do te zgjidhet perpara Gjykates se Tiranës.

NENI 14
DISPOZITA PERFUNDIMTARE

Kjo kontrate hartohet dhe nenshkruehet ne gjuhen shqipe dhe angleze. Ne rast te mosperputhjesh ne lidhje me zbatimin apo interpretimin e kesaj kontrate, teksti ne gjuhen shqipe do te kete prioritet.

Kjo kontrate hartohet ne 4 (kater) kopje identike ne shqip dhe anglisht, ku secila nga palet mban nje kopje, nje kopje dorezohet ne Registrin Tregtar, nje kopje do te depozitohet ne Aktet e Shoqerise.

PALET

SHITESI:

DOMINIC NOEL WILLIAM EVANS

BLERESI:

ENDRIT HIDO

ENDRET HIDO

In addition, the parties hereto agree to perform any other acts and execute and deliver such further documents as may be necessary or appropriate to carry out the intent and purpose of this Contract.

ARTICLE 13
CHOICE OF LAW AND JURISDICTION

This Contract shall be governed by and be construed in accordance with the laws of Albania and any disputes, if not resolved amicably, will be brought before the Tirana Courts.

ARTICLE 14
FINAL PROVISIONS

This Contract is compiled and signed both in English and Albanian language. In case of controversial interpretation or application, the text in Albanian will have prevalence.

This contract is compiled in 4 (four) identical copies both in English and Albanian, whereof each party keeps one, one copy will be deposited in the Commercial Register, one copy will be deposited in the Company's Acts

THE PARTIES

THE SELLER:

DOMINIC NOEL WILLIAM EVANS

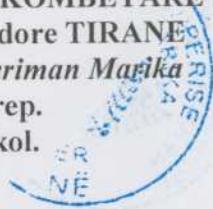
THE BUYER:

ENDRIT HIDO

ENDRET HIDO



REPUBLIKA E SHQIPERISE
DHOMA KOMBETARE E NOTERISE
Dega Vendore TIRANE
Notere Neriman Marika
Nr. 2123 rep.
Nr. kol.



VËRTETIM

Në Tiranë, sot më datë **21 Gusht 2019** (dymije e nëntëmbëdhjetë), përpara meje Noteres Neriman MARIKA, anëtare pranë Dhomës Kombëtare së Noterëve, Dega Vendore Tiranë, regjistruar me NUIS K51926007A, me seli në adresen Autostrada Tirane Durres, km 10, u paraqitën personalisht:

- **Z. Dominic Noel William Evans**, shtetas britanik, lindur me dt. 21.12.1982 ne Chertsey, Angli, dhe banues ne 12 Dawn GDNS, Winchester, madhor dhe me zotesi juridike te plotë per te vepruar, identifikuar nga pasaporta e tij me nr.525101664 e vlefshme deri me 15.08.2026, ne cilesine e Ortakut te shoqerise TRIMED sh.p.k. me numer identifikimi te personit te tatushem, NIPT K51612031J, me adresë Autostrada Tirane-Durres, km.10, Kashar, Tirane,
- **Z. Endrit Hido**, shtetas shqiptar, i biri i Edmond, i datëlindjes 27.02.1989, lindur në Tirane dhe banues në Tiranë ne adresen Rruga Ded Gjon Luli, P. 3/1, madhor e me zotësi të plotë juridike për të vepruar, mbajtës i kartes se identitetit me nr. 027846796 dhe Nr.Personal I90227072Q,

të cilët më deklaruan përbajtjen e aktit bashkëngjitur (Kontrate Shitblerje Kuotash (ne gjuhen shqipe dhe angleze), dt.20.08.2019), të hartuar jashtë kësaj zyre dhe të nënshkruar me vullnetin e tyre të lirë dhe të plotë dhe unë noterja vërtetoj nënshkrimet sipas ligjit "Për Noterinë", nr. 110/2018, dt. 20.12.2018.

NOTERE

NERIMAN MARIKA

