

MARREVESHJE E TRANSFERIMIT TE AKSIONEVE

Sot, me date 7 Dhjetor 2020, ne Tirane, palet e meposhme kane hyre ne Marreveshjen si me poshte vijon:

BANKA EUROPIANE PER RINDERTIM DHE ZHVILLIM, nje organizate nderkombetare e formuar me traktat te dates 29 Maj 1990, e perfaqesuar ne kete marreveshje nga Z. Matteo Colangeli me prokure te dates 23 Nentor 2020, (referuar si "**BERZH**" ose "**Shitesi**")

dhe

UNION FINANCIAR TIRANE SH.A, nje shoqeri e organizuar dhe ekzistuese ne perputhje me ligjet e Shqiperise, me adrese ne Rruga "Ismail Qemali", Nr.32, Kati 3, Kodi Postar 1019, Njësia Bashkiake Nr.5, perfaqesuar ne kete marreevshje nga Z. Elton Collaku dhe Mirela Likaj, (referuar si "**Bleresi**")

1. HYRJE

1.1 Me date 17 Prill 2019, Union Financiar Tirane SH.A, ne cilesine e Bleresit, BERZH, ne cilesine e Shitesit, si dhe Aksioneret e Pakices (sic perkufizohen me poshte), ne cilesine e garantuesit, kane hyre ne nje Marreveshje per Shitblerjen e Aksioneve per shitjen e te gjithë aksioneve te Shoqerise nga BERZH tek Bleresi, sipas kushteve dhe afateve te percaktuara ketu (duke pasur parasysh qe kjo blerje do te ndodh ne disa faza/pjese sikunder percaktohet ne Marreveshjen per Shitblerjen e Aksioneve). Me date 29 Maj 2020 Shitesi, Bleresi dhe Aksionaret e Pakices vendosen te nenshkruajne ndryshimin e Marreveshjes per Shitblerjen e Aksioneve duke ndryshuar Tabelen e Daljes te percaktuar ne Seksionin 2.01./b dhe duke vendosur keshtu riorganizimin e numrit te pjeseve, periudhave per transferimin e ketyre pjeseve si dhe numrin e aksioneve dhe cmimin per cdo pjese (me tej "**MSA**");

1.2 Pas fazes se pare nepermjet Marreveshjes se Transferimit te Aksioneve date 7 Qershor 2019 si dhe pas fazes se dyte nepermjet Marreveshjes se Transferimit te Aksioneve date 12 Dhjetor 2019, Shitesi eshte pronari legitim dhe ka titull te plote pronesie mbi 141,429 (nje qind e dyzet e nje mije e katerqind e njezet e nente) aksione te Shoqerise, me vlere nominale 10 EURO (e barabarte me 1,296.74 Leke) secila, te mbajtura nga Shitesi, qe perfaqesojne 6.74% (gjashte presje shtatedhjete e kater perqind) me nje vlere nominale prej 183,396,641.46 Leke (njeqind e tetedhjete e tre million, e treqind e nentedhjete e gjashte mije, e gjashteqind e dyzet e nje, pike dyzet e gjashte), te kapitalit teresisht te dilutuar dhe te se drejtes se votes se Shoqerise dhe Bleresi deshiron te bleje Aksionet ne Shitje (sic percaktohet me poshte) nga Shitesi.

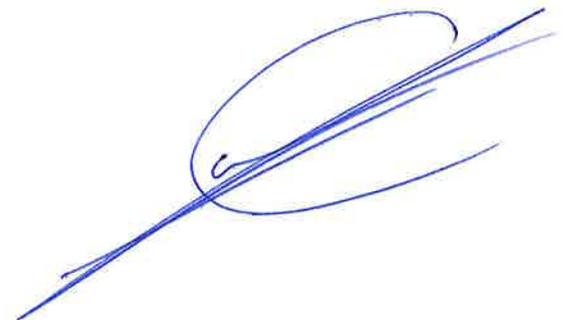
1.3 Tani ne baze te Tabeles se Daljes te ndryshuar te MSA, palet do te permbushin transferimin e pjeses se trete te aksioneve duke nenshkruar kete marreveshje.

Eshte rene dakort si me poshte vijon:

1. PERKUFIZIME/INTERPRETIME

1.1 Fjalet e meposhtme do te kene kuptimin e dhene me poshte, pervecse kur konteksti e kerkon ndryshe:

"Marreveshje"	nenkupton kete Marreveshje Transferimi.
"Data e Marreveshjes "	nenkupton daten e nenshkrimimit te kesaj Marreveshje
"Shoqeri"	nenkupton Union Bank SH.A, nje shoqeri aksionere organizuar dhe ekzistuese ne perputhje me ligjet e Shqiperise me nr.NUIS K51807801R dhe adrese ne Blv. Zogu i Pare, Tirana, Albania.
"Ligj" ose "Ligje"	nenkupton cdo traktat, direktive, marreveshje nderkombetare, ligj, statut, dekret, rregullore, urdher, kod, rregullim, urdherese, vendim gjykate,udhezim (perfshire interpretim gjyqesor apo administrativ) si dhe cdo autorizim qeveritar.
"Aksioneret e pakices"	nenkupton Z. EDMOND LEKA, nje shtetas shqiptar me banim ne Rruga Ismail Qemali, Nd. 20, H. 4, Ap. 47, 1019, Tirane, Shqiperi,mbajtes i dokumentit te identifikimit numer BE3275002, dhe Z. NIKO LEKA, nje shtetas shqiptar me banim ne Rruga Perlat Rexhepi, Nd. 1, H.6, Ap. 59, 1019, Tirane, Shqiperi,mbajtes i dokumentit te identifikimit numer BD3242515.
"Palet"	nenkupton sebashku Bleresin dhe Shitesin.
"Aksionet ne Shitje"	nenkupton 53,035 (pesedhjetë e tre mijë e tridhjetë e pese) aksione te Shoqerise (me vlere nominale 10 EURO, te barabarta me 1,296.74 Leke secila), te zoteruara nga Shitesi, qe perfaqesojne 2,53% (dy presje pesedhjetë e tre perqind) me nje vlere nominale prej 68,772,606 Leke (gjashtedhjetë e tete milion e shtateqind e shtatedhjetë e dy mijë e gjashteqind e gjashte Leke) te kapitalit teresisht te dilutuar dhe te se drejtes se votes se Shoqerise.
"MSA"	do te kete kuptimin e dhene ne Perkufizime pika 1.1.



1.2 Interpretime

- a) Titujt e te gjitha dispozitave jane vene ketu per efekt reference dhe nuk do te ndryshojne, modifikojne, zgjerojne apo kufizojne asnje nga dispozitat.
- b) Pavec se kur parashikohet ndryshe ne kete Marreveshje, termat e perdorura ne kete Marreveshje do te kene kuptimin e dhene atyre ne MSA.
- c) Ne rast konflikti mes dispozitave te kesaj Marreveshje dhe MSA, MSA do te mbizoteroje.

2. OBJEKT I MARREVESHJES

- 2.1 Ne perputhje me kushtet dhe afatet e percaktuara ne kete Marreveshje dhe ne MSA, Shitesi shet dhe transferon Aksionet ne Shitje tek Bleresi dhe njekohesisht Bleresi blen dhe pranon transferimin e Aksioneve ne Shitje nga Shitesi.

3. ÇMIMII SHITJES

- 3.1 Çmimi i Shitjes per Aksionet ne Shitje eshte EURO 887,501 (teteqind e tetedhjetë e shtatemije e peseqind e nje).
- 3.2 Çmimi i Shitjes do te paguhet nga Bleresi tek Shitesi ne perputhje me dispozitat e MSA.

4. TRANSFERIMI I AKSIONEVE NE SHITJE

- 4.1 Titulli i Aksioneve ne Shitje i transferohet Bleresit ne Daten e Marreveshjes, menjehere pas nenshkrimit te Marreveshjes.

5. DAKORDESIME

- 5.1 Shitesi do te ndermarre te gjithë ato veprime dhe hapa te tjera sic mund te kerkoheet ose te jete e nevojshme per te mundesuar dhe per te kaluar ne menyre te plote, ligjore, te pabarresuar titullin e pronesise mbi Aksionet ne Shitje.
- 5.2 Aksionet ne Shitje do te transferohen tek Bleresi sebashku me te drejtat e lidhura me to.

6. SHPENZIMET

- 6.1 Shpenzimet e bera ne lidhje me negocimin, nenshkrimin dhe ekzekutimin e dokumentacionit ligjerisht te detyrueshem per transferimin e Aksioneve ne Shitje do te paguhen ne perputhje me MSA.
- 6.2 Te gjitha vulat dhe taksat e regjistrimit, detyrimet doganore, tarifate dhe cdo tarife noteriale, nese ka, qe mund te lindin si rezultat i nenshkrimit te kesaj Marreveshjeje dhe transferimi i Aksioneve ne Shitje, do te perballohen nga Bleresi.

7. LIGJI I ZBATUESHEM

7.1 Kjo Marreveshje dhe marredhenia midis Paleve do te rregullohen dhe interpretohen ne perputhje me ligjin shqiptar.

8. TE TJERA

8.1 Asnje ndryshim, modifikim, ndryshim ose variacion i kesaj Marreveshjeje nuk do te jete i vlefshem nese nuk eshte me shkrim dhe nenshkruar nga secila Pale.

8.2 Nese ne cdo kohe ndonje dispozite e kesaj Marreveshjeje eshte ose behet e paligjshme, e pavlefshme ose e pazbatueshme, atehere kjo dispozite do te konsiderohet e ndare nga kjo Marreveshje dhe nese eshte e mundur zevendesohet me nje dispozite te ligjshme qe kryen qelimin e kerkuar te Paleve sipas kesaj Marreveshjeje dhe kjo nuk do te ndikojte ose te pengojte vlefshmerine apo zbatueshmerine e ndonje dispozite tjeter te kesaj Marreveshjeje.

8.3 MSA, edhe pse jo fizikisht bashkangjitur kesaj Marreveshjeje, eshte pjese perberese e saj. Per shmangien e dyshimit, Palet shprehimisht bien dakort qe dispozitat sipas Seksionit 4.12 (*Privilegjet dhe Imunitetet e Shitesit*) te MSA do te zbatohen per kete Marreveshje.

9. GJUHA DHE NUMRI I KOPJEVE

9.1 Kjo Marreveshje nenshkruhet ne gjuhen Angleze dhe perkthehet ne Shqip. Versioni ne gjuhen Angleze do te jete gjuha mbizoteruese ne rast te konfliktit ndermjet dy versioneve.

Palet nenshkruajne kete Marreveshje ne kater (4) kopje ne gjuhen shqipe dhe kater (4) kopje ne gjuhen angleze ne vendin dhe ne daten e percaktuar ne faqen 1 te kesaj Marreveshjeje.

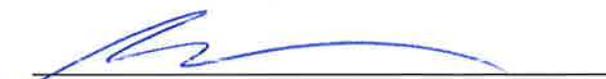
UNION FINANCIAR TIRANE SH.A

Nga: 
Emri: Elton Collaku
Pozicioni: Drejtori Ekzekutiv (CEO)

Nga: 
Emri: Mirela Likaj
Pozicioni: Drejtori Financiar (CFO)

UNION FINANCIAR TIRANE sh.a.
Rruga "Ismail Qemali" Nr.32
Kodi Postar 1019, Njesia Bashklake N 5
NIPT : J62424002G

BANKA EUROPIANE PER RINDERTIM DHE ZHVILLIM

Nga: 
Emri: Mateo Colangeli
MATEO
Pozicioni: Drejtor i zyres se BERZH ne Shqiperi

SHARE TRANSFER DEED

Today, on 7th December 2020, in Tirana, the following parties entered in the following Agreement:

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT, an international organisation formed by treaty signed on 29 May 1990, represented in this agreement with power or attorney issued on 23 November 2020, by Mr. Matteo Colangeli, (hereinafter referred to as "**EBRD**" or the "**Vendor**")

and

UNION FINANCIAR TIRANE SH.A, a company organized and existing under the laws of the Republic of Albania, having registered offices at Rruga "Ismail Qemali", Nr.32, Kati 3, Kodi Postar 1019, Njësia Bashkiake Nr.5, represented in this agreement by Mr. Elton Çollaku and Ms. Mirela Likaj, (hereinafter referred to as the "**Purchaser**")

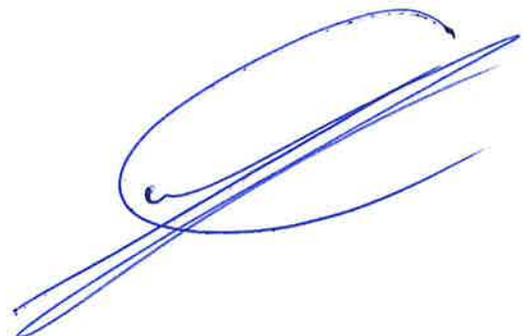
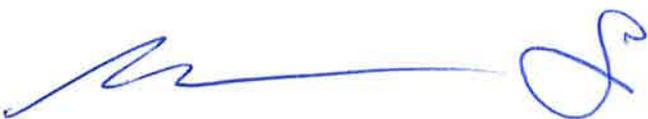
1. RECITALS

1.1 On 17 April 2019, the Union Financiar Tirane Sh.A, as purchaser, EBRD, as vendor, and the Minority Shareholders (as defined below), as guarantors, entered into a Share Purchase and Sale Agreement for the sale of all the EBRD Shares by EBRD to the Purchaser on the terms and conditions set out therein (including that such sale shall occur in multiple tranches as set out in such Share Purchase and Sale Agreement). On 29th of May 2020 the Vendor, the Purchaser and the Minority Shareholders, decided to enter into an amendment of the Share Purchase and Sale Agreement deciding to amend the Exit Schedule as per Section 2.01./b and providing for a reorganisation of the number of tranches, periods for the transfer of such tranches as well as number of shares and price for each tranche (the "**SPA**");

1.2 After completion of the first tranche by means of the Share Transfer Deed dated 7th June 2019 and of the second tranche by means of the Share Transfer Deed dated 12 December 2019, the Vendor is the lawful owner and has full legal title to 141,429 (a hundred forty one thousand, four hundred twenty nine) shares of the Company, with a nominal value of EUR 10 (equivalent to ALL 1,296.74 each,) held by the Vendor, representing 6.74% (six point seventy four per cent) with a total nominal value of ALL 183,396,641.46 (a hundred eighty three million, three hundred ninety six thousand, six hundred forty one, point forty six) of the fully diluted share capital and voting rights of the Company and the Purchaser wishes to buy the Sale Shares (as defined below) from the Vendor.

1.3. Now based on the amended Exist Schedule of the SPA the parties shall implement the transfer of the third tranche of the shares by entering into the present agreement.

It is agreed as follows:



1. DEFINITIONS/INTERPRETATION

1.1 The following terms shall have the following meanings, save where the context otherwise requires:

"**Agreement**" means this Transfer Deed.

"**Agreement Date**" means the date of signing of this Agreement.

"**Company**" means Union Bank SH.A, a joint stock company organized and existing under the laws of the Republic of Albania, with NUIS K51807801R and legal seat at Blv. Zogu i Pare, Tirana, Albania.

"**Law**" or "**Laws**" means any treaty, directive, international agreement, law, statute, decree, regulation, order, code, rule, ordinance, judgment, guideline (including any judicial or administrative interpretation thereof) and any governmental authorization.

"**Minority**"

"**Shareholders**" mean MR. EDMOND LEKA, a citizen of the Republic of Albania, residing at Rruga Ismail Qemali, Nd. 20, H. 4, Ap. 47, 1019, Tirana, Albania, document identification number BE3275002, and MR. NIKO LEKA, a citizen of the Republic of Albania, residing at Rruga Perlat Rexhepi, Nd. 1, H.6, Ap. 59, 1019, Tirana, Albania, document identification number BD3242515.

"**Parties**" mean altogether the Purchaser and the Vendor.

"**Sale Shares**" means 53,035 (fifty three thousand, thirty five) shares of the Company, (with a nominal value of EUR 10, equivalent to ALL 1,296.74 each), held by the Vendor, representing approximately 2,53% (two point fifty three percent) with a nominal value of ALL 68,772,606 (sixty eight million, seven hundred seventy two thousand, six hundred and six) of the fully diluted share capital and voting rights of the Company.

"**SPA**" shall have the meaning ascribed to it in Recital 1.1.

1.2 Interpretation

The headings of all provisions hereof are for convenience of reference only and shall not modify, alter, expand or limit any of the provisions hereof.

Unless otherwise specified herein, the terms used in this Agreement shall have the meaning given to them in the SPA.

In case of conflict between the provisions of this Agreement and the SPA, the SPA will prevail.

2. SUBJECT OF THE AGREEMENT

2.1 Subject to the terms and conditions set out in this Agreement and the SPA, the Vendor hereby irrevocably sells and transfers the Sale Shares to the Purchaser and, accordingly, Purchaser purchases and accepts the transfer of the Sale Shares from the Vendor.

3. SHARES PURCHASE PRICE

3.1 The purchase price for the Sale Shares is EUR 887,501 (eight hundred, eighty-seven thousand, six hundred sixty-seven euro).

3.2 The purchase price shall be paid by the Purchaser to the Vendor in accordance with the terms and conditions of the SPA.

4. TRANSFER OF THE SALE SHARES

4.1 The title to the Sale Shares is transferred to the Purchaser on the Agreement Date, immediately upon signing of this Agreement.

5. COVENANTS

5.1 The Vendor shall take all such other action and steps as may be required or advisable to vest in and to Purchaser full, unencumbered, legal and beneficial ownership title in and to the Sale Shares.

5.2 The Sale Shares shall be transferred to the Purchaser with all attached rights.

6. COSTS

6.1 The costs incurred in connection with the negotiation, entering into and executing of legally binding documentation for the transfer of Sale Shares shall be paid in accordance with the SPA.

6.2 All stamp and registration taxes, duties and fees and any notarial fees, if any, that may become due as a result of the signing of this Agreement and the transfer of the Sale Shares shall be borne by the Purchaser.

7. GOVERNING LAW

7.1 This Agreement and the relationship between the Parties shall be governed and construed in accordance with Albanian law.

8. MISCELLANEOUS

8.1 No amendment, modification, alteration or variation of this Agreement shall be valid unless it is in writing and signed by each of the Parties.

8.2 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable, then such provision will be deemed to be severed from this Agreement and if possible replaced by a lawful provision which carries out the intention of the Parties under this Agreement and that shall not affect or impair the validity or enforceability of any other provision of this Agreement.

8.1 The SPA, although not physically attached to this Agreement, is an integral part thereof. For the avoidance of doubt, the Parties expressly agree that the provisions under Section 4.12 (*Privileges and Immunities of the Vendor*) of the SPA shall apply to this Agreement.

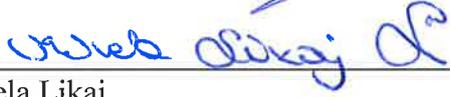
9. LANGUAGE AND COUNTERPARTS

9.1 This Agreement shall be signed in English language and translated into Albanian. The English version shall be the prevailing language in case of conflict between the two versions.

The Parties sign this Agreement in four (4) counterparts in English language and four (4) counterparts in Albanian language in the place and on the date stated on page one of this Agreement:

UNION FINANCIAR TIRANE SH.A

By: 
Name: Elton Çollaku
Title: CEO

By: 
Name: Mirela Likaj
Title: CFO

UNION FINANCIAR TIRANE sh.a.
Rruga "Ismail Qemali" Nr.32
Kodi Postar 1019, Njesia Bashklake N 5
NIPT : J62424002G

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: 
Name: Matteo Colangeli

Title: Head of Albania