

**VENDIM**  
**I ASAMBLESE SE PERGJITHSHME TE**  
**ORTAKEVE TE SHOQERISE**  
**"H4 GROUP" Sh.P.K.**

Sot, me 13 / 08 / 2018, u mbajt mbledhja e Asamblese se Pergjithshme te Ortakeve te Shoqerise "H4 GROUP" Sh.P.K. me NIPT L81414004U.

Mbledhja mbahet ne mungese te nje akti formal thirrjeje, por me prezencen dhe miratimin e te gjithe ortakeve, qe perfaqesojne 100% te kapitalit te shoqerise, te cilet bien dakord qe mund te marrin vendime te vlefshme ne lidhje me çeshtjet e rendit te dites:

- Miratimi i transferimit te kuotave te ortakut Bartosz Hyzyk ;

Pasi diskutuan ne lidhje me çeshtjet, ortaket unanimisht,

**VENDOSEN:**

1. Te miratojne transferimin e 26% te kuotave te kapitalit te zoteraura nga ortaku Bartosz Hyzyk tek Bleresi Artur Hawryluk;
2. Te miratojne kontraten e shitjes se kuotave nenshkuar mes ortakut Bartosz Hyzyk dhe Bleresit Artur Hawryluk;
3. Struktura e kapitalit te shoqerise do te jete:
  - Bartosz Hyzyk – zoterues i 64% te kapitalit
  - Artur Hawryluk – zoterues i 26% te kapitalit
  - Waldemar Piotr Mazur – zoterues i 10% te kapitalit

U lexua, u kuptua, u miratua dhe u nënshkrua rregullisht nga ortaket si me poshtë vijon:

ASAMBLEJA E ORTAKEVE  
Bartosz Hyzyk



Waldemar Piotr Mazur



Waldemar Piotr Mazur



**RESOLUTION**  
**OF THE GENERAL ASSEMBLY OF THE**  
**PARTNERS OF THE COMPANY**  
**"H4 GROUP" L.L.C.**

Today, 13 / 08, 2018, was held the General Meeting of the Assembly of Partners of the Company "H4 GROUP" L.L.C. with TIN L81414004U.

The meeting was not convened based on a formal act, but is held with the presence and approval of all the partners, representing 100% of the company's share capital, which agree that valid decisions may be adopted in relation to the items of agenda:

- Approval for the transfer of shares of the shareholder Bartosz Hyzyk.

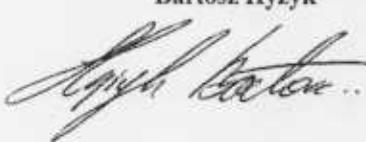
After discussion on the items, the partners unanimously,

**RESOLVED:**

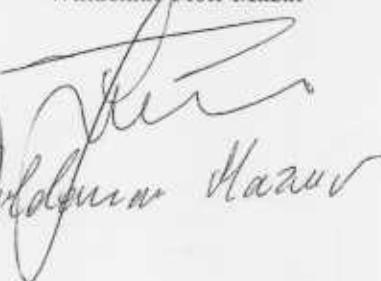
1. To approve the transfer of 26% of the shares owned by the shareholder Bartosz Hyzyk at the Buyer Artur Hawryluk;
2. To confirm the sale purchase agreement of the shares signed between the shareholder Bartosz Hyzyk and the Buyer Artur Hawryluk;
3. Te structure of the company will be:
  - Bartosz Hyzyk – owner of 64% of the shares
  - Artur Hawryluk – owner of 26% of the shares
  - Waldemar Piotr Mazur – owner of 10% of the shares

Same was read, understood, approved and duly executed from the shareholders as follows:

ASSEMBLY OF PARTNERS  
Bartosz Hyzyk



Waldemar Piotr Mazur



Waldemar Piotr Mazur

REPUBLIC OF ALBANIA  
TIRANA CHAMBER OF NOTARIES  
NO. 5489 of filing.  
NO. 1826 of index.



### SHARE PURCHASE AGREEMENT

This 13 day of JULY 2018, before me JULIAN ZHELEGU, notary public, member of the chamber of notaries of tirana, with office at: Rr. "Pjeter Bogdani", n. 13, the following parties decided and agreed to enter into this shares purchase agreement:

**SELLER:** Mr. Bartosz Hyzyk, Polish citizen, born on 08.04.1981 in Srem, holder of passport no. EF4783645, major with full capacity to act, having a good knowledge of English language;

and

**BUYER:** Mr. Artur Hawryluk, Polish citizen, born on 05.11.1976 in Srem, holder of passport with no. EJ1427386, major with full capacity to act, having a good knowledge of English language;

### WHEREAS

MUNION

WHEREAS, Seller wishes to sell to Buyer, and Buyer desires to purchase from Seller, the 26 % of the Company's Shares with the total value of 130.000 USD being the ownership of the Seller upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions herein set forth, and with the intent to be bound, the parties to this Agreement ("the Parties") hereto agree as follows:

### ARTICLE I DEFINITIONS

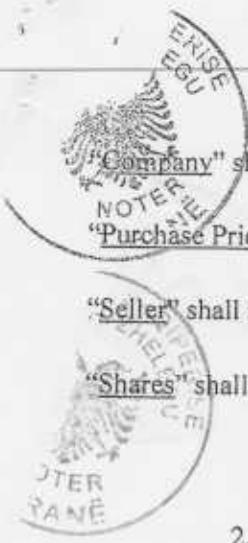
As used in this Agreement and the schedules hereto, the following terms have the respective meanings set forth below.

"Agreement" shall have the meaning set forth in the Preamble to this Agreement.

"Buyer" shall have the meaning set forth in the Preamble to this Agreement.

"Closing" shall have the meaning set forth in Section 4.1.

"Closing Date" shall have the meaning set forth in Section 4.1.



"Company" shall have the meaning set forth in the Recitals to this Agreement.

"Purchase Price" shall have the meaning set forth in Section 3.1.

"Seller" shall have the meaning set forth in the Preamble to this Agreement.

"Shares" shall have the meaning set forth in the Recitals to this Agreement.

## ARTICLE II PURCHASE AND SALE

### 2.1 Purchase and Sale of the Shares

(a) Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, free and clear of Encumbrances, all of Seller's right, title and interest in, at the time of Closing, the Shares.

(b) Seller hereby irrevocably waives any restrictions on transfer to the extent possible (including any of its rights of pre-emption) which may exist in relation to the Shares, whether under the articles of association (or local equivalent) of the Company or otherwise.

## ARTICLE III PURCHASE PRICE

3.1 Purchase Price. Buyer shall pay the purchase price equal to USD 130.000 (one hundred and thirty thousand American dollars) (the "Purchase Price") to Seller by cash or wire transfer of immediately available funds to the account designated by Seller.

## ARTICLE IV CLOSING

4.1 Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Shares contemplated by this Agreement shall take place at a closing (the "Closing") held at the offices of Notary Public Julian Zhelegu, on the date hereof (the "Closing Date").

### 4.2 Deliveries at the Closing

(a) If required by the Buyer, upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall deliver to Buyer copies of the resolutions (or local equivalent) of the board of directors (or local equivalent) and, where required, the stockholder(s) of Seller, authorizing and approving the transactions contemplated by this Agreement, certified by the respective corporate secretary (or local equivalent) or a director to be true and complete and in full force and effect and unmodified as of the Closing.

(b) Upon the terms and subject to the conditions of this Agreement, at the Closing, the Parties shall sign the transfer of the Shares in the share register of Company.

## ARTICLE V GENERAL REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the date hereof and shall be true as of the Closing Date:

5.1 Capacity of Seller. The Seller has the full legal right and capacity to enter into this Agreement and perform his obligations hereunder. The Seller declare that he has the right and full power to

A handwritten signature in black ink, appearing to read "M. J. Zhelegu".

*ERGEO  
TIRANA  
NOTARIAL  
REGISTRATION*

enter into and perform this Agreement and that he does not thereby violate any Albanian law or Albanian regulation.

**5.2 Authorization by Seller – Enforceability.** The Seller has taken all actions necessary for the execution, delivery and performance of this Agreement by the Seller and the consummation of the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of the Seller enforceable against such Seller in accordance with its terms.

**5.3 Absence of certain conflicts.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) require the payment or the incurring of any obligation on the part of the Seller or result in a loss of rights or default (or give rise to any right of termination, cancellation or acceleration), with or without notice or lapse of time, under any of the provisions of any contract, agreement or instrument to which such Seller is a party or the Shares may be bound, (b) breach or otherwise constitute a default under any agreement or undertaking binding on the Seller or the Shares or (c) violate any judgment, decree, order, injunction, or any statute, law, regulation or rule of any court or any federal, regional, provincial, municipal or other domestic or foreign Governmental Authority applicable to such Seller, the Shares or any of its or their operations or property.

**5.4 Title to Shares.** Seller's Shares have been duly authorized and validly issued and are fully paid. None of such Seller's Shares was issued in violation of any applicable Law. Seller has and shall convey to Purchaser good and marketable title to such Seller's Shares. Seller's Shares are and shall be conveyed to Purchaser free and clear of all pledges or liens charges, demands or adverse claims or other restrictions on the exercise of any of the attributes of ownership. Seller has full voting power over its Shares, subject to no proxy, shareholders' agreement, voting trust or other agreement relating to the voting of any of the Shares other than the articles of association of the Company. As of the Closing Date no person has any preemptive right to purchase such Seller's Shares.

**5.5 Litigation.** There are no legal proceedings now in progress, pending or, to such Seller's knowledge, threatened against such Seller which could adversely affect the validity and enforceability of the transfer of such Seller's Shares to Purchaser. Such Seller is not subject to any order, writ, injunction or decree of any court or any Governmental Authority which could adversely affect the validity and enforceability of the transfer of such Seller's Shares to Purchaser.

**5.6 Proper and valid organization.** The Company is a corporation that is duly organized and validly existing under the applicable laws of Albania and was properly constituted. It has its actual centre of administration at its registered seat and it has no branches or representative offices, whether in Albania or abroad; it has all requisite corporate power and authority under applicable laws to carry on the business presently conducted by it. It has been and is properly and timely registered and the registration is accurate, complete and up to date. The Seller has delivered to the Purchaser complete and accurate copies of the articles of association of the Company and no action has been taken to amend any of them. The Company has at all times acted in all material respects in accordance with its respective articles of association and the Abanian Law. All facts relating to the Company to be registered under Albanian law are accurately registered in the respective register for enterprises and any other official document that would be required by law.

**5.7 Books and records.** The Company's books and records are up to date. All board meetings and shareholder's meetings have been held in compliance with the applicable law and the respective minutes of the board meetings and shareholder meetings are kept and available at the Company's seat.

**5.8 Subsidiaries of the Company.** There are no companies, corporations, associations, partnerships, joint ventures or other business organisation in which the Company owns or holds, directly or indirectly, any shares or equivalent interests (or right to purchase or otherwise acquire such shares or interests) other than H4 Chrom LLC and Energo Solar LLC and there exist no conditional obligations or binding offers concerning the creation of such participations either, nor is the Company a party to any asset deal agreement under which obligations vis-à-vis the co-contracting party are still pending, nor is such agreement or similar

agreement under negotiation other than Joint Venture Agreement with Ylber Doda and Joint Venture Agreement with Fatlum Halimi and Shqiprim Bajrami.

5.9 No insolvency proceedings. No insolvency or similar proceedings have been commenced or applied for in respect of the Company. The Company is not over-indebted or unable to pay its due debts.

5.10 Litigation. The Company is not involved in any pending or, to the Seller's best knowledge, threatened legal disputes, administrative proceedings or administrative inquiries nor are there any circumstances known to the Sellers which might reasonably be expected to provide a basis for such litigation, or which might have a substantial negative impact on the Company's financial situation.

5.11 Other substantial elements. To the Seller's best knowledge, there are no material elements, facts or data relating to the Company that are of a substantial importance for a potential purchaser of the Shares and should reasonably have been communicated to the Purchaser but were not, and that, if the Purchaser would have had knowledge thereof, would have made the Purchaser renounce to the Agreement and/or would have had a material impact on the terms and conditions under which the Purchaser would have entered into the Agreement.

5.12 Further assurances. From time to time on or after the Closing Date, Sellers and Purchaser will execute and deliver to each other all such further assignments, endorsements and other documents as are reasonably requested in order to complete the sale of the Shares to Purchaser, to enable Purchaser to exercise full rights as the sole owner of the Shares and to otherwise carry out the transactions contemplated by this Agreement.

## ARTICLE VI MISCELLANEOUS

6.1 Notices. Any notice required to be given hereunder shall be sufficient if in writing, and sent by facsimile transmission by reliable overnight delivery service (with proof of service), hand delivery or certified or registered mail (return receipt requested and first-class postage prepaid), addressed as follows:

To Buyer: [hawrhyluk@hotmail.pl](mailto:hawrhyluk@hotmail.pl)

To Seller: [bartosz@hyzyk.pl](mailto:bartosz@hyzyk.pl)

6.2 Counterparts; Effectiveness. This Agreement may be executed in two or more consecutive counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Parties.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Albania, without giving effect to any choice or conflict of law provision or rule.

6.5 Assignment. No Party to this Agreement may assign any of its rights and obligations under this Agreement without the prior written consent of the other party hereto.

6.6 Titles and Headings. The headings and table of contents in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

6.7 Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto with respect to the matters covered by this Agreement and thereby, and supersedes all previous written, oral or implied understandings among them with respect to such matters.

6.8 Amendment and Modification. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.



6.9 **Severability.** If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction (i.e. including an arbitral tribunal) or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions completed by this Agreement is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

6.10 **Governing Language.** The English language shall be the definitive and controlling text of this Agreement, notwithstanding the translation of this Agreement into any other language.

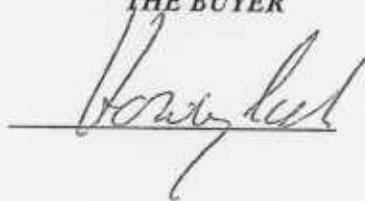
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

I, the Notary Public drew up this Agreement in 4 originals in English and Albanian language and after reading the same to the parties, they find it in accordance to their free and full will, they duly execute the same before me and I attest it in accordance with the law.

**THE SELLER**



**THE BUYER**



**NOTARY PUBLIC**

Julian Zhelegu





## MARREVESHJE PER SHITJEN E KUOTAVE

Ne Tirane, sot, me date 13 Korrik 2018, perpara meje noterit Julian Zhelegu, anetar i Dhomës se Notereve Tirane, me zyre ne "Rr. Pjeter Bogdani", palet e me poshtnme vendosen dhe rane dakort per te hyre ne kete Marreveshje te Shitjes se Kuotave:

**SHITESI:** Z.Batrosz Byzyk, shtetas Polak, lindur me 08.04.1981 ne Srem, mbajtes i mjetit te identifikimit me nr.EF4783645, madhor e me zotesi te plete juridike e per te vepruar, me njojuri te mira te gjuhes Angleze;

Dhe

**BLERESI:** Z.Artur Hawryuk, shtetas Polak, lindur me 05.11.1976 ne Srem, mbajtes i mjetit te identifikimit me nr.Ej1427386, madhor e me zotesi te plete juridike e per te vepruar, me njojuri te mira te gjuhes Angleze;

## MUNGON

**MEQENESE** Shitesi deshiron te shese tek Bleresi, dhe Bleresi deshiron te bleje nga Shitesi, 26% te Kuotave te Kompanise, ne vleren totale te 130.000 dollare amerikane, duke u bere bashkepronare me Shitesin sipas kushteve dhe afateve te percaktuara ne kete Marreveshje.

Per sa me siper vijon si me poshte:

Duke marr ne konsiderate vullnetin e perbashket te paleve dhe shoqerive te perfshira ketu, duke ju nenshtruar kushteve dhe afateve te percaktuara, me qellim qe palet te lidhin kete Marreveshje (Palet) bien dakort si me poshte:



## NENI 1 PERKUFIZIMET

Si eshte permendur edhe me siper ne kete Marreveshje, termat e meposhtem kane kuptimin si vijon me poshte:

- "Marreveshje" do te kete kuptimin e percaktuar ne Hyrje te kesaj Marreveshje.
- "Bleresi" do te kete kuptimin e percaktuar ne Hyrje te kesaj Kontrate.
- "Mbyllja" do te kete kuptimin e percaktuar ne Paragrafin 4.1.
- "Data e Mbylljes" do te kete kuptimin e percaktuar ne Paragrafin 4.1.
- "Kompania" do te kete kuptimin e percaktuar ne Deklaraten e kesaj Kontrate.
- "Cmimi i Blerjes" do te kete kuptimin e percaktuar ne Paragrafin 3.1.
- "Data e Blerjes" do te kete kuptimin e percaktuar ne Paragrafin 3.1.
- "Shitesi" do te kete kuptimin e percaktuar ne Hyrje te kesaj Kontrate.
- "Aksionet" do te kete kuptimin e percaktuar ne Deklaraten e kesaj Kontrate.

## NENI 2 BLERJA DHE SHITJA

### 2.1 Blerja dhe Shitia e Kuotave

(a) Sipas afateve dhe kushteve te percaktuara ne kete Marreveshje, ne mbyllje, Shitesi shet, cakton, transferon, percjell dhe i dergon Bleresit, dhe Bleresi blen, fiton dhe pranon nga Shitesi, me vullnetin e tij te lire dhe i qarte nga Pengesat, te gjitha te drejtat e Shitesit, titullin dhe interesin, kuotat, ne kohen e Mbylljes.

(b) Shitesi heq dore ne menyre te parevokueshme nga cdo kufizim mbi transferimin e (duke perfshire cdo te drejte te parablerjes) qe mund te ekzistoje ne lidhje me Kuoatat, sipas neneve te Shoqates (ose ekuivalenti ne monedhen vendase)

## NENI 3 CMIMI I BLERJES

3.1 Cmimi i blerjes. Bleresi duhet t'i paguaje Shitesit cmimin e blerjes ne shumen prej 130.000 dollare amerikane (njeqind e tridhjete mijë dollare Amerikane) (shprehur ketu si "Cmimi i Blerjes") me para ne dore, ose transferte bankare, pagese e cila do te behet menjehere ne dispozicion te llogarise te caktuar nga Shitesi.

## NENI 4 MBYLLJA

4.1 Mbyllja. Sipas kushteve dhe afateve te percaktuara ne kete Marreveshje, shitjen dhe blerjen e kuotave te parashikuara ne kete Marreveshje do te ndodhe ne mbyllje, mbajtur ne zyren e Noterit Publik Julian Zhelegu, percaktuar ne nenin ne vijim (Data e Mbylljes).



#### Dorezimet ne Mbyllje

(a) Nese kerkohet nga Bleresi, sipas afateve dhe kushteve te kesaj Marreveshje, Shitesi duhet ti dorezoje Bleresit kopjen e rezolutave (ose ekivalenti ne monedhen Vendase) te bordit te drejtuesve (ose ekivalenti ne monedhen Vendase) dhe, aty ku kerkohet, mbajtesi i kuotavete Shitesit, duke autorizuar dhe miratuar transaksionin e parashikuara nga kjo Marreveshje, te vertetuar nga Sekretari perkates korporativ, (ose ekivalenti ne monedhen Vendase) ose administrator, te jete ne detyre me kompetenca te plota, te pandryshuara ne Mbyllje.

(b) Sipas afateve dhe kushteve te parashikuara ne kete Marreveshje, ne Mbyllje, Palet do te nenshruajne transferimin e Aksioneve ne registrin e Aksioneve te Kompanise.

#### NENI 5

##### PERFAQESIMET E PERGJITHSHME DHE GARANCITE E SHITESIT

Shitesi ne kete menyre perfaqeson dhe garanton Bleresin se deklararat e meposhtme jane te sakta dhe korakte si data e caktuar me poshte dhe do te jene te njejtë, ashtu si ne Daten e Mbylljes.

5.1 Autorizimi i Shitesit/ Zotesia e Shitesit, Shitesi ka zotesi te pote juridike e per te vepruar per te lidhur kete Marreveshje dhe per te kryer detyrimet e tij si me poshte. Shitesi deklaron se ka te drejtat dhe kompetencat e plota per te lidhur dhe per te perm bushur te gjitha kushtet e kesaj Marreveshje dhe se ai nuk shkel ne asnjë menyre asnjë ligj te Republikës së Shqipërisë ose rregullore Shqiptare.

5.2 Autorizimi nga Shitesi - Zbatueshmeria, Shitesi ka ndermarrë te gjitha veprimet e nevojshme, dergesën dhe perm bushjen e kesaj nga Bleresi dhe perfundimin e transaksioneve te parashikuara. Kjo Marreveshje perben një detyrim te vlefshem per Shitesin, e cila zbatohet ndaj tij ne perputhje me afatet dhe kushtet e saj.

5.3 Mosqasja e konflikteve te caktuara, Permbushja dhe dorezimi I kesaj Marreveshje nuk eshte perfundimi I transaksioneve te parashikuara, ne kete menyre do te (a) te kerkoj pagesen ose moskryerjen e ndonje detyrimi nga ana e Shitesit ose te rezultoje ne heqjen e te drejtave ose mosplotessim te zotimeve (ose te krijoje cdo te drejtë te ndërprerjes, anullimit ose perspektimit) me ose pa njoftim, ose pa nje afat kohor, sipas dispozitave te cdo Marreveshje, ku Shitesi eshte Pale ne kete Marreveshje ose ku Kuotat Jane te kufizuara, (b) perndryshe shkelja perben mosplotesim te kushteve te cdo marreveshje ose duke ndermarrje një zotim ndaj Shitesit ose Kuotave, ose (c) te cenoje ndonje gjykim, dekret, urdher, ndalim ose ndonje statut, te shkele ndonje ligj, rregullore apo rregullin e ndonje gjykate ose ndonje federate, krahinore, komunale, ose autoritet tjeter vendor ose ndonje organizate te jashtme qeveritare, te zbatueshme nga ana e Shitesit, ose ndonje nga cdo veprim apo prone te tij.

5.4 Emertimi i Kuotave, Kuotat e Shitesit Jane te autorizuara sipas rregullit dhe te leshuara ne menyre te vlefshme dhe Jane plotesisht te paguara. Asnjë nga Kuotat e Shitesit nuk eshte leshuar ne kundershtim me cilindo Ligj te zbatueshem. Shitesi e ka dhe duhet ta percoj tek Bleresi emrin e mire dhe te tregtueshem te Kuotave te tillë te Shitesit. Kuotat e Shitesit do te percillen tek Bleresi me vullnetin e tij te lire dhe te qarta nga te gjitha zotimet ose te parenduara me barre, ne detyrime, kerkesat ose pretendime te kunderta ose kufizime te tjera ne ushtrimin e ndonje prej atributave te pasurise. Shitesi ka

  
kompetenca te plota votimi mbi Kuotat e tij, subjekt i asnje autorizimi, kontarte midis aksioneresh, votimi me besim, ose ndonje marreveshje tjeter qe ka te beje me votimin e ndonje prej Kuotave, ndryshe nga nenet e lidhjes se Marreveshje se Shoqerise. Qe nga data e Mbylljes se Marreveshjes asnje person nuk ka te drejte per te blere nga Kuotat e Shitesit.

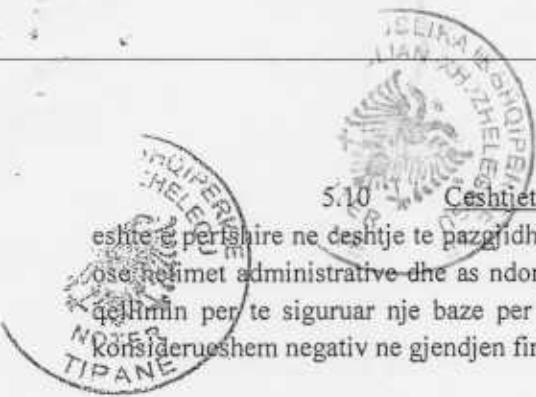
5.5 Ceshtjet Gjyqesore. Nuk ka asnje procedure ligjore qe eshte ne proces, ne prite, ose ne dijeni te Shitesit, kercenime kunder Shitesit te tilla qe mund te ndikojne negativisht ne vlefshmerine dhe zbatueshmerine e transferimit te ketyre kuotave nga Shitesi tek Bleresi. Shitesi nuk I nenshtrohet ndonje urdhri, urdherese ose dekret te ndonje gjykate ose ndonje Autoriteti Qeveritar qe mund te ndikoje negativisht ne vlefshmerine dhe zbatueshmerine e transferimit te kuotave nga Shitesi tek Bleresi.

5.6 Organizimi I duhur dhe I vlefshem. Kompania eshte nje korporate e organizuar ne menyre te rregullt dhe ne menyre te vlefshme, qe vepron sipas ligjeve ne fuqi te Republikes se Shqiperise, dhe eshte themeluar sipas rregullave. Ajo ka qendren e saj aktuale te administrimit dhe eshte e regjistruar me seli dhe nuk ka dege ose zyra perfaqesimi, ne Shqiperi apo jashte vendit, ka te gjitha kompetencat e nevojshme korporative dhe autoritetin, sipas ligjeve ne fuqi per te vazhduar biznesin, qe aktualisht kryhet. Kompania ka qene dhe eshte e regjistruar sipas rregullave, ne afatin kohor te duhur, dhe regjistrimi eshte I sakte, I plete dhe I perditesuar. Shitesi ka dorezuar tek Bleresi kopje te plota dhe te sakta te neneve te Shoqerise, dheasnje veprim nuk eshte ndermarre per te ndryshuar ndonje prej tyre. Kompania ka vepruar ne cdo kohe, ne te gjitha aspektet materiale, ne perputhje me nenet e saj dhe me Ligjin Shqiptar. Te gjitha faktet ne lidhje me kompanine qe registrohen sipas Ligjit te Republikes se Shqiperise, registrohen me saktesi ne regjistrin perkates per Shoqerite dhe dokumentet e tjera zyrtare qe do te kerkohen me ligj.

5.7 Libra dhe regjistrime. Librat dhe regjistrimet e Kompanise jane te perditesuara. Te gjitha mbledhjet e bordit dhe mbledhjet e aksionereve jane mbajtur ne perputhje me ligjin ne fuqi dhe procesverbalin perkates te mbledhjeve te bordit dhe te aksionereve jane, mbledhjet jane mbajtur dhe jane ne dispozicion ne seline e Kompanise.

5.8 Filialet e Kompanise. Nuk ka kompani, koorporata, shoqata, partneritete, ndermarrje te perbashketa ose ndonje organizate tjeter biznesi, ne te cilin kompania zoteron ose mban, direkt ose indirekt, cdo kuote ose interes ekuivalent (ose te drejten per te blere ose per te marre interesa te tilla) pervec H4 Chrom LLC dhe Energo Solar LLC dhe nuk ekzistojne detyrime te kushteuara ose oferta te detyrueshme, ne lidhje me krijimin e pjesemarrjeve te tilla, Kompania nuk eshte pale e ndonje marreveshje pasurie, sipas te ciles detyrimet jane ende ne prite ndaj pales kontraktuese, nuk eshte nje kontrate e tille ose nje kontrate e ngjashme ne negociata, ndryshe nga Marreveshje e Sipermarrjes se Perbashket me Ylber Doda dhe Marreveshja e Sipermarrjes se Perbashket me Fatlum Halimi dhe Shqiprim Bajrami.

5.9 Mosprania e procedurave falimentuese. Asnje procedure e paaftesise paguese ose e ngjashmemi te, nuk eshte filluar ose nuk eshte lidhur ne emer te Kompanise. Kompania nuk eshte e mbingarkuar ose e paaftet per te paguar borxhet e saj.



5.10 Ceshtjet Gjyqesore. Sipas njojurive me te mira te Shitesit, kompania nuk eshte e perftire ne deshtje te pazgjdhura, ose qe kercenojne kontestet ligjore, procedurat administrative ose rrethimet administrative dhe as ndonje rrethane tjeter te njojur nga Shitesi te cilat mund te priten me qellimin per te siguruar nje baze per proceset gjyqesore te tilla, te cilat mund te kene nje ndikim te konsiderueshem negativ ne gjendjen financiare te Kompanise.

5.11 Elemente te tjera te rendesishme. Sipas njojurive me te mira te Shitesit, nuk ka elemente material, fakte ose te dhena qe lidhen me Kompanine, te cilat jane me rendesi thelbesore per nje bleres potencial te Kuotave dhe duhet te jene ne menyre te arsyeshme t'i ishin komunikuar Bleresit por nuk ishin komunikuar, dhe kjo, nese Bleresi do te kishte pasur njouri per kete, do ta kishte bere Bleresin te heqe dore nga Marreveshja dhe/ose do te kishte pasur nje impact material ne afatet dhe kushtet sipas te cilave Bleresi do te kishte hyre ne Marreveshje.

5.12 Sigurime te metejshme. Kohe pas kohe ne kete date ose pas Dates se Mbylljes, Shitesi dhe Bleresi do te zbatojne dhe dorezojne njeri-tjetrit te gjitha keto sigurime te metejshme, miratimet dhe dokumentet e tjera qe kerkohen ne menyre te detyrueshme per te perfunduar shitjen e Kuotave tek Bleresi, per t'i mundesuar Bleresit ushtrimin e te drejtave te plota, si pronar i vetem i Kuotave dhe ne te kundert per te kryer transaksionet e parashikuara nga kjo Marreveshje.

#### NENI 6 TE NDRYSHME

6.1 Njoftimet. Cdo njoftim qe kerkohet te jebet ne vijim, do te jete I mjaftueshem me shkrim dhe te dergohet me ane te faksit nepermjet nje sherbimi te besueshem te dorezimit brenda nates (me deshmi te dorezimit), dorezimi me dore ose I postes se certifikuar ose me ane te postes elektronike (perfshire fatura e kerkuar e kthimit dhe klasi i pare postar i parapaguar), adresohen si me poshte:

Per Bleresin: [hawrhyluk@hotmail.pl](mailto:hawrhyluk@hotmail.pl)

Per Shitesin: [bartosz@hyzyk.pl](mailto:bartosz@hyzyk.pl)

6.2 Efektshmeria e Partnereve. Kjo marreveshje mund te zbatohet ne nje ose me shume partner te njepasnjeshem, secila prej ketyre do te jete originale, me te njejtin efekt sikur nenshkrimet dhe do te hyjne ne fuqi kur nje ose me shume partner i tyre nga secila prej Paleve te kete nenshkruar dhe t'ju dergohet(me fotokopje ose ndryshe) Paleve te tjera.

6.3 Ligje te zbatueshme. Kjo Marreveshje do te rregullohet dhe do te interpretohet ne perputhje me ligjet e Republikes se Shqiperise, pa ndikuar ne ndonje zgjedhje ose konflikt te dispozitave apo rregullave ligjore.

6.5 Detyrat. Asnje pale ne kete Marreveshje nuk mund te caktoje ndonje nga te drejtat dhe detyrimet e tij sipas kesaj Marreveshje pa pelqimin paraprak me shkrim te pales tjeter.



6.6 Titujt dhe Nentitujt. Titujt dhe nentitujt e permajtjes ne kete Marreveshje jane vetem per qellime referimi dhe nuk do te ndikojne ne asnjnje menyre ne kuptimin ose interpretimin e kesaj Marreveshjeje.

6.7 Marreveshje ne pergjithesi. Kjo Marreveshje konsiston ne te gjitha marreveshet ndermjet Paleve ne lidhje me ceshtjet qe mbulohen nga kjo Marreveshje dhe ne kete menyre zevendet te gjitha kuptimet paraprake me shkrim, me goje ose te nenkuptuar ne lidhje me keto ceshtje.

6.8 Amandamenti dhe Ndryshimet. Kjo Marreveshje nuk mund te ndryshohet pervecse me nje dokument me shkrim te nenshkruar ne emer te seciles prej Paleve.

6.9 Ndryshueshmeria Nese ndonje afat, dispozite, marreveshje ose kufizim I kesaj Marreveshje eshte mbajtur nga nje gjykat kompetente (domethene duke perfshire nje gjykat arbitrazhi) ose autoritet tjeter per te qene I pavlefshem, I zbrazet, ose I pazbatueshem, pjesa tjeter e kushteve, dispozitave,marreveshjeve ne kete Marreveshje do te mbeten ne fuqi dhe do te kene efekt te plete dhe nuk do te ndikohen, te demtohen ose te shfuqizohen per aq kohe sa permajtja ligjore e kesaj Marreveshjeje nuk ndikohet ne ndonje menyre negative materialisht nga ndonjera pale. Pas ketij vendimi palet do te negociojne me mirebesim per te modifikuar kete Marreveshje, ne menyre qe te ndikojne ne qellimin original te paleve, sa me afer qe te jete e mundur ne nje menyre te pranueshme, me qellim qe transaksionet e parashikuara nga kjo Marreveshje te plotesohen sic parashtrohet fillimi i maksimumin e mundshem.

6.10 Gjuha Kryesore. Gjuha Angleze do te jete teksti perfundimtar dhe kontrollues I kesaj Marreveshjeje, pavaresisht nga perkthimi i kesaj Marreveshjeje ne ndonje gjuhe tjeter.

#### 6.11

Une, Noteri e kam hartuar kete Marreveshje ne 4 (katër) kopje originale ne gjuhen anlgeze dhe shqipe dhe pasi ja lexova paleve, atyre u duket ne perputhje me vullnetin e tyre te lire dhe te plete, Une I vertetoj nenshkrimet e tyre sipas ligjit.

**SHITESI**

Bartosz Hyzyk  
(nenshkrimi)

**BLERESI**

Artur Hawryluk  
(nenshkrimi)

**NOTERI**  
Julian Zhelegu





Tiranë, më 26.07.2018

### VERTE TIM

Vërtetohet firma e perkthyeses se gjuhes Angleze Znj. Aida Sino, e njojur prej meje noterit, e cila deklaroit se përktheu dokumentin bashkelidhur ne mënyre autentike nga gjuha Angleze ne gjuhën Shqipe dhe nënshkroi rregullisht sipas ligjit.



NOTER  
JULIAN ZHELEGU

A large, handwritten signature in black ink, appearing to read "ZHELEGU".

REPUBLIKA E SHQIPERISE  
DHOMA E NOTERISE TIRANE  
Nr. 6367 Rep.



Tirane, më 13.08.2018

VËRTETIM  
I NJËSISË ME ORIGJINALIN

Unë, Noter Julian Zhelegu, anëtar i Dhomës se Noterisë Tirane, me seli në Rr. "Pjetër Bogdani", vërtetoj se njësia bashkëlidhur është kopje e njëjte me dokumentin original.

*Dokumenti eshte Ekstrakt i marreveshjes per shitjen e kuotave me nr. 5499 rep. dhe nr. 1826 kol., date 13.07.2018, noter J. Zhelegu.*

Dokumenti u paraqit nga Znj. Arjana Cenaj, e njohur prej meje noterit.

Vërtetimi i dokumentit u bë ne baze te nenit 56, te ligjit nr. 7829, date 01.06.1994 "Për Noterinë" (i ndryshuar) dhe pikave 3,4,7 te Udhëzimit te Ministrit te Drejtësisë nr. 6291, date 17.08.2005.

NOTER  
JULIAN ZHELEGU

