

CONTRIBUTION DEED

This Contribution Deed (the “**Deed**”) is entered

BY AND BETWEEN:

- **Kühne + Nagel (AG & Co.) KG**, a limited partnership company registered and existing under the law of Germany with registration number HRA 21928 HB of the local court (*Amtsgericht*) Bremen, whose registered office is at the address Obernstraße 2-12, 28195 Bremen, Germany, duly represented herein by **Mag. Martin Abram**, by means of the Power of Attorney, dated 30 April 2019 (the “**Contributor**”);
- and
- **Kühne + Nagel Intermodal GmbH**, a limited liability company registered and existing under the laws of Germany with registration number HRA 39271 of the local court Bielefeld, whose registered office is at the address Teltower Straße 18,33719 Bielefeld, Germany, duly represented herein by **Mag. Martin Abram**, by means of the Power of Attorney, dated 30 April 2019 (the “**Assuming Entity**”).

Contributor and Assuming Entity are herein collectively referred to as the “**Parties**” and individually as a “**Party**” or “each Party”.

RECITALS

- (A) Transalbania Shpk is a company organized and existing under the laws of Albania, registered with the Albanian Commercial Register with business number J61824038Q, with registered office located at Bulevardi Zogu I – P. 57/A, 1016, Tirana, Albania, with an issued share capital of 41.724.749,51 Leke consisting of 200 shares with nominal value of 208,623.75 Leke each all fully paid, whose principal business activity is regulation of transportation as forwarding agent, transportation inside and outside of Albania on its behalf or on behalf of third parties, any commercial, financial, leasing, mortgage activity, as well as activity which are necessary for achieving the company’s goals, publication and marketing (the “**Company**”).
- (B) On the date of this Deed, the Contributor holds 102 shares with nominal value of 208,623.75 Leke each all fully paid in the Company, which represent approximately 51,00 % of the issued share capital of the Company (the “**Share**”).
- (C) The Contributor has agreed to transfer the Share to the Assuming Entity and the Assuming Entity has agreed to assume the Share from the Contributor by way of contribution in kind to the capital reserve, in accordance with the German law, in each case on the terms and subject to the conditions of this Deed and the Master Contribution Agreement (as defined below).
- (D) The Contributor guarantees that the Share is not subject to seizure and is free from all encumbrances.
- (E) Upon the terms and subject to the conditions set forth in this Deed and the Master Contribution Agreement (“**MCA**”), the Assuming Entity wishes to acquire, and the Contributor wishes to transfer to the Assuming Entity, the Share.

NOW, THEREFORE, it is agreed as follows:

1. DEFINITIONS/INTERPRETATION

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

Deed - means this Contribution Deed.

Deed Date - means the date of signing of this Deed first written above.

MCA - means the Master Contribution Agreement for the transfer by way of contribution in kind to the capital reserve of the share of the Company entered into by the Parties on 22nd May 2019.

1.2 Interpretation

- a) 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.
- b) Unless otherwise specified herein, the terms used in this Deed shall have the meaning given to them in the MCA.
- c) In case of a conflict between the provisions of this Deed and the MCA, the MCA shall prevail.

2. SUBJECT OF THE DEED

Subject to the terms and conditions of this Deed and the MCA, the Contributor shall transfer to the Assuming Entity, and the Assuming Entity shall assume from the Contributor, the Share with full title guarantee and free from all encumbrances.

3. TRANSFER OF SHARE

The title to the Share is transferred by the Contributor to the Assuming Entity upon fulfillment of the Condition Precedent set forth in clause 5 below.

5. CONDITION PRECEDENT

The entry into force of this Deed (and consequently the transfer of Shares from the Contributor to the Assuming Entity) shall be subject to fulfillment of the following condition (the "Condition Precedent"):

- a) The Shareholders Assembly of the Company has approved the transfer of Shares under this Deed and the MCA.

6. COVENANTS

Upon fulfillment of the Condition Precedent, the Contributor authorizes the Assuming Entity to register the transfer of the Shares with the Commercial Register under the name and property of the Assuming Entity.

7. GOVERNING LAW

This Deed and the relationship between the Parties shall be governed by the law governing the MCA.

8. JURISDICTION

Any disputes arising out of or in connection with this Deed or related thereto or concerning the enforcement or validity shall be finally settled by the courts competent in commercial matters for the first district of Vienna, Austria, in accordance with Clause 3.2 of the MCA.

9. MISCELLANEOUS

- 9.1 The Parties agree that this Deed shall be amended only in writing and such amendments be signed by the Parties or by their duly authorized representatives. Neither Party will be deemed to have waived a right unless expressly specified in this Deed.
- 9.2 Should any provision of this Deed be or become, in whole or in part, void, ineffective, or unenforceable, the validity, effectiveness and enforceability of the remaining provisions of this Deed shall not be affected. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision as regards the subject matter, extent, time, place and scope of the relevant provision. The aforesaid shall apply mutatis mutandis to any gap that may be found to exist in this Deed.
- 9.3 The MCA, although not physically attached to this Deed, is an integral part thereof.

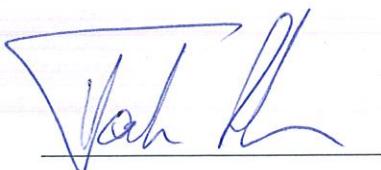
10. LANGUAGE AND COUNTERPARTS

This Deed shall be signed in English and translated in Albanian language and the English language shall be the prevailing language in case of conflict between the two versions.

Executed in Vienna, Austria

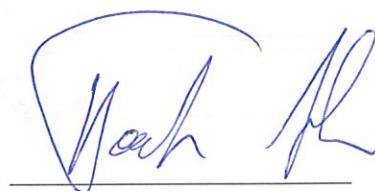
On 16 January 2020

In two original copies



The Contributor

Kühne + Nagel (AG & Co.) KG



The Assuming Entity

Kühne + Nagel Intermodal GmbH

Gebühr in Höhe von Euro 14,30 entrichtet.

Notare Huppmann, Poindl, Pfaffenberger, Nierlich, Wien I.

B.R.Zl.:160/2020/st

Die Echtheit der zweifachen Unterschrift des Herrn Magister Martin ABRAM, Master of Laws, geboren am 03.06.1971 (dritten Juni neunzehnhunderteinundsiebzig), 1010 Wien, Kohlmarkt 8-10, wird bestätigt. -----

Weiters bestätige ich, dass die Partei/Parteien erklärt hat/haben, den Inhalt der Urkunde zu kennen und dass deren Unterfertigung (Signierung) frei von Zwang erfolgt. -----

Wien, am sechzehnten Jänner zweitausendzwanzig. -----

Gemäß der Notariatsordnung wird die obige Klausel in deutscher und englischer Sprache wiedergegeben.-----

According to the Notaries Act, the above clause is given in both German and English:--

I hereby certify the authenticity of the two signatures of Magister Martin ABRAM, Master of Laws, born on the 3rd (third) of June 1971 (nineteen hundred and seventyone), 1010 Vienna, Kohlmarkt 8-10. -----

I further certify that the party/parties has/have declared to have knowledge of the content of the document and that the signing occurs free of duress. -----

Vienna, this 16th (sixteenth) day of January 2020 (two thousand and twenty). -----





20. JAN. 2020

Apostille

(Convention de La Haye du 5 octobre 1961)

1. Land: ÖSTERREICH

Pays:

Diese öffentliche Urkunde / Le présent document officiel

2. ist unterzeichnet von .. Dr. Christoph Pfaffenberger
a été signé par

3. in seiner Eigenschaft als .. öffentlicher Notar
agissant en qualité de

4. Ist versehen mit dem Siegel/Stempel des (der)..Dr. Christoph
le sceau/timbre qui y figure est celui de Pfaffenberger

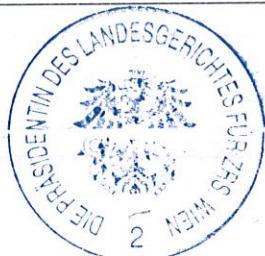
Bestätigt / Ainsi fait

20. JAN. 2020

5. in WIEN 6. am
á(lieu) le (date)

7. durch / par (autorité d'attestation) 8. unter Zl.. 101Jv 500/20h
den Präsidenten des Landesgerichtes für sous N° du registre
ZRS Wien, 1011 Wien, Schmerlingplatz 11

Für die Präsidentin:
10. Unterschrift...
Signature
FI Murtinger





AKTI I KONTRIBUTIT

Ky Akt Kontributi ("Akti") eshte lidhur

Nga dhe midis:

- **Kühne + Nagel (Ag + Co.) KG.** shoqeri komandite e themeluar dhe e cila operon sipas ligjeve te Gjermanise me numrin e regjistrimit HRA 21928 HB te gjykates lokale (*Amtsgericht*) Bremen, me seli ne adresen Obernstraße 2-12. 28195 Bremen, Gjermani, e perfaqesuar rregullisht nga Z. Martin Abram, nepermjet Prokures, date 30 prill 2019 ("Kontribuesi");
- **Kühne + Nagel Intermodal GmbH**, nje shoqeri me perjegjesi te kufizuar e themeluar dhe e cila operon sipas ligjeve te Gjermanise me numrin e regjistrimit HRA 39271 te gjykates lokale Bielefeld, me seli ne adresen Teltower Straße 18, 33719 Bielefeld, Gjermani, e perfaqesuar rregullisht nga Z. Martin Abram, nepermjet Prokures, date 30 prill 2019 ("Entiteti Perftues")

Kontribuesi dhe Entiteti Perftues jane te referuara bashkerisht si "Palet" dhe individualisht si "Pala" apo "secila Pale".

MEQENESE:

- (A) Transalbania shpk eshte nje shoqeri me perjegjesi te kufizuar sipas ligjeve te Shqiperise, e regjistruar ne Regjistrin Tregtar me numer biznesi J61824038Q, me seli ne adresen Bulevardi Zogu I – P. 57/A 2400/1, Tirane, Shqiperi, me nje kapital prej 41.724.749,51 leke qe perbehet nga 200 kuota me vlore nominale prej 208.623,75 Leke, secili i paguar plotesisht, aktiviteti kryesor i biznesit te se ciles eshte rregullimi i transportit si agjent spedicioni, transport brenda dhe jashte Shqiperise per interesat e veta apo te te treteve, çdo aktivitet tregtar, financiar, dhenie me qira, vendosja e pengjeve dhe barreve hipotekore, si dhe si aktivitet qe eshte i nevojshem per arritjen e qellimeve te shoqerise, publikimi dhe marketingu ("Shoqeria").
- (B) Ne daten e ketij Akti, Kontribuesi zoteron 102 kuota me vlore nominale prej 208.623,75 leke secila e paguar plotesisht prane Shoqerise, e cila perfaqeson afersisht 51,00% te kapitalit te rregjistruar te Shoqerise ("Kuota").
- (C) Kontribuesi ka rene dakort te transferoje Kuoten tek Entiteti Perftues dhe Entiteti Perftues ka rene dakort te marre Kuoten nga Kontribuesi nepermjet kontributit ne natyre ne kapitalin rezerve, ne perputhje me ligjt gjerman, ne çdo rast sipas termave dhe objekt i kushteve te ketij Akti dhe Marreveshjes Kryesore te Kontributit (sipas percaktimit te meposhtem).
- (D) Kontribuesi garanton qe Kuota nuk eshte objekt bllokimi dhe eshte e lire nga te çdo barre.
- (E) Sipas termave dhe objekt i kushteve te percaktuara ne kete Akti dhe Marreveshjen Kryesore te Kontributit ("MCA"), entiteti Perftues deshiron te marre, dhe Kontribuesi deshiron t'i transferoje Entitetit Perftues, Kuoten.

Tani, per pasoje, eshte rene dakort sa me poshte:

1. PERKUFIZIMET/INTERPRETIMI

- 1.1. Termat vijuese do te kene kuptimet e meposhtme, perveç kur konteksti kerkon ndryshe:
Akti – do te thote ky Akt Kontributi.
Data e Aktit – do te thote data e nenshkrimit te ketij Akti te shkruar me larte.

MCA – do te thote Marreveshja Kryesore e Kontributit per transferimin nepermjet kontributit ne natyre te kapitalit rezevre te Shoqerise e lidhur midis Paleve ne daten 22 maj 2019.

1.2. Interpretimi

- a) Titujt e te gjitha dispozitave te ketij akti jane vetem per lehtesi referifmi dhe nuk modifikojne, ndryshojne, zgjerojne apo kufizojne asnjte nga dispozitat e ketij akti.
- b) Perveç sa percaktohet ndryshe ne kete akt, termat e perdonura ne kete Akt do te kene kuptimin e atyre ne MCA.
- c) Ne rast mosperputhje midis dispozitave te ketij Akti dhe MCA, do te mbizoteroje MCA.

2. **OBJEKTI I AKTIT**

Sipas termave dhe kushteve te ketij Akti dhe MCA, Kontribuesi do t'i transferoje Entitetit Perftues, dhe Entiteti Perftues do te marre nga Kontribuesi, Kuoten me garanci te plete titulli dhe te lire nga çdo barre.

3. TRANSFERIMI I KUOTES

Pronesa e Kuotes i transferohet nga Kontribuesi Entitetit Perftues me plotesimin e Kushtit Paraprak te percaktuar ne piken 5 me poshte.

5. KUSHTI PARAPRAK

Hyrja ne fuqi e ketij Akti (dhe ne vijim transferimi i Kuotes nga Kontribuesi te Entiteti Perftues) do te jetë objekt i plotesimit te kushtit te meposhtem ("Kushti Paraprak"):

- a) Asambleja e Ortakeve te Shoqerise te kete miratuar transferimin e Kuotes sipas ketij Akti dhe MCA.

6. ANGAZHIMET

Me permbushjen e Kushtit Paraprak, Kontribuesi autorizon Entitetin Perftueste regjistroje transferimin e Kuotes prane Regjistrat Kombetar ne emer dhe ne pronesi te entitetit Perftues.

7. LIGJI RREGULLATOR

Ky Akt dhe marredhenia midis Paleve do te rergullohet nga ligji qe rregullon MCA.

8. JURIDIKSIONI

Çdo mosmarreveshje nga apo ne lidhje me kete Akt apo e lidhur me apo e lidhur me zbatimin apo vlefshmerine do te vendoset perfundimisht nga gjykatat kompetente ne çeshtjet tregtare per rrerthin e pare te Vienes, Austri, ne perputhje me Piken 3.2 te MCA.

9. TE NDRYSHIME

9.1. Palet bien dakort qe ky Akt do te ndryshohet vetem me shkrim dhe keto ndryshime te nenshkuhen nga Palet apo nga perfaquesuesit e tyre te autorizuar. Asnje Pale nuk do te konsiderohet se ka hequr dore nga nje e drejte perveç sa percaktohet shprehimi qe kete Akt.

9.2. Nese ndonje dispozite e ketij Akti eshte apo behet, plotesisht apo pjeserisht, e shmangur, joefektive, apo e pazbatueshme, vlefshmeria, efektshmeria dhe zbatueshmeria e dispozitave te ketij Akti te cilat mbeten nuk do te preken. Çdo dispozite e tille e pavlefshme, joefktevie apo e pazbatueshme do te konsiderohet e zevendesuar nga ajo dispozite e vlefshme, efektive dhe e zbatueshme e cila i afrohet me shume synimit dhe qellimit ekonomik te dispozites te pavlefshme, joefektive apo te pazbatueshme persa i perket lendet, shtrirjes, kohes, vendit dhe fushes se dispozites perkatese. Sa me larte do te zbatohet mutatis mutandis per çdo hapesire qe mund te gjetet se ekziston ne kete Akt.

9.3. MCA, megjithese jo fizikisht bashkengjitur ketij Akti, eshte nje pjese perberese e tij.

10. GJUHA DHE KOPJET

Ky Akt do te nenshkruhet ne Anglisht dhe do te perkthehet ne gjuhen shqipe dhe gjuha angleze do te jete gjuha mbizotuese ne rast mosperputhje midis ketyre dy versioneve.

Nenshkruar ne Viena, austri

Me 16 janar 2020

Ne dy kopje originale

[nenshkrim]

Kontribuesi

Kühne + Nagel (Ag + Co.) KG

[nenshkrim]

Entiteti Perftues

Kühne + Nagel Intermodal GmbH

Sipas Ligjit per Noterine, fjalia e mesiperme eshte ne Gjermanisht dhe ne Anglisht:

Une nepermjet ketij akti vertetoj autenticitetin e dy nenshkimeve te zotit Martin ABRAM, Master ne Drejtesi, lindur me date 3 qershor 1971 (njemije e nenteqind e nje), 1010 Vienna, Kohlmarkt 8-10. -----

Une me tej vertetoj se pala/palet k/kane dekluarar se jane ne dijeni te permbajtjes se dokumentit dhe nenshkrimi eshte i lire. -----

Viene, me 16 Janar 2020 (dy mije e njezete). -----

[vule] [nenshkrim]

Apostille

(Konventa e Hages e 5 tetorit 1961)

1. Shteti: Austria

Ky dokument zyrtar

2. eshte nenshkruar nga: Dr. Christoph Pfaffenberger

3. Ne cilesine e Noterit publik

4. Mbajtes i vules se: Dr. Christoph Pfaffenberger

Vertetuar

5. Ne Viene

6. Me date 20 janar 2020

7. Nga Kryetari i Gjykates se Rrethit Viene, 1011 Wien, Schmerlingplatz 11

8. Me numer regjistri 101Jv 500/20h

9. Vula [vulosur]

10. Nenshrkimi: [nenshkruar]

Perktheu:



REPUBLIKA E SHQIPËRISË
DHOMA E NOTERËVE TIRANË
Nr.368..... Rep.



VËRTETIM

Sot, më datë 28.01.2020 (*dy mijë e njëzet*), përpara meje, Noter Loriana A. Robo, noter i Dhomës së Noterëve Tiranë, në zyrën noteriale me seli në Rr. "Ismail Qemali", P. 27/1, Tiranë, u paraqit personalisht Znj. Iva Duka, e njojur prej meje si perkthysese e gjuhës angleze e cila deklaroit se dokumentin bashkëngjitur e përktheu në përputhje me originalin nga gjuha angleze në gjuhën shqipe, dhe unë Noteri vërtetoj, nënshkrimin e perkthyesit në përputhje menenin 62 të ligjit nr. 110/2018 "Për Noterinë", dhe dispozita të tjera të zbatueshme të legjislacionit shqiptar.

NOTER
Loriana A. ROBO

