

KONTRATE SHITJE – BLERJE KUOTASH

Kjo KontrateShitje Kuotash eshte lidhur me_11___/12___/2025__.

Ndermjet:

1. **Z. Wesameldin Sadek Halmy Amer**, i biri i Sadekshtetas Egjiptian, i lindur me 29.10.1973, ne Alexandri, Egjipt, dhe banues ne Al Gumhoria st.21, Almontazh, Alexandri, Egjipt, identifikuar permes Leternjofimit Pasaporte me Nr. Personal A31041894, (**“Shitesi”**).

Dhe

2. **Z. Khaled Mohyeden Almahdy Fares**,i biri i Mohyeden, shtetas Egjiptian, i lindur me 10.10.1971, ne Alexandri, Egjipt, dhe banues neDzemala Bijedica 279 B. Sarajeve,bosnje Hercegovine, identifikuar permes LeternjofimitPasaporte me Nr. Personal A39429891 (**“Bleresi”**)

Paleve ne keteKontrate do ju referohemi kolektivisht si **“Palet”** dhe individualisht si nje**“Pale”**.

PERKUFIZIME INTERPRETIME

Palet jane partnere ne kompanine Alexandria shpk, NUIS M51510047H, ku shitesi zoteron 49% te kuotave, ndersa bleresi zoteron 51% te kuotave.

Dukembajtur parasysh qe,Shitesi zoteron 1 (nje) kuote ne kapitalin e kompanise e cila perben 49 % te kuotave te Kapitalit te vlersuara ne490 Leke.

Duke mbajtur parasysh qe, Shitesi deshiron t’i shes Bleresit, dhe Bleresi deshiron te bleje nga shitesi Kuoten sipas termave dhe kushteve teparashikuara ne keteKontrate.

PER KETE ARSYE, ne konsiderate teKontrateve te ndersjellta, dhe sipas termave dhe kushteve te parashikuara ne keteKontrate, me qellimin per ta lidhur, palet e kesaj Kontrateje (Palet) bien dakort si me poshte:

1.Interpretime dhe percaktime

1.1 Ne keteKontrate:

Asnje dispozite e kesaj Kontrate nuk do te interpretohet kunder nje pale te vetme si rezultat i faktit qe kjo pale ishte pergjegjese per hartimin e dispozitave te tilla.

Termi ortaku i mbajtjes se kuotes, ka te njejtin kuptim ne perputhje me dispozitat e ligjit shqiptar te zbatueshem ndaj shoqerive tregtare.

1.2 Percaktimet

“Kontrate” do te kete kuptimin e parashikuar ne Preambulen e kesaj Kontrate;

“Bleresi” do te kete kuptimin e parashikuar ne Preambulen e kesaj Kontrate;

“Ligji i aplikueshem” do te thote ligjet, dekretet ose rregulloret, ose ndonje lloj tjeter legjislacioni i rendesishem apo dytesor qe eshte ne fuqi ne Shqiperi ne kohen e nenshkrimit te Kontrates;

“Cmimi i blerjes” kuptimi idhene ne Nenin 3

“Shitesi” do te kete kuptimin e parashikuar ne Preambulen e kesaj Kontrate;

“Kuotat” do te kete kuptimin e parashikuar ne permbajtjen e kesaj Kontrate;

2. SHITJA DHE BLERJA E KUOTES

2.1 Sipas termave dhe kushteve te percaktuara ne kete kontrate, Shitesi ne kete menyre shet, transferon, percjell dhe ja dorezon Bleresit, dhe Bleresi blen, fiton dhe pranon nga Shitesi, i cliruar nga cdo barre , te gjitha te drejtat e Shitesit, titullin dhe interesin ne kohen e mbylljes se kuotave.

2.2 Shitesi ne menyre te parevokueshme heq dore nga cdo kufizim ne transferimin ne masen e mundshme (duke perfshire ndonje nga te drejtat e tij te parablerjes) e cila mund te ekzistoje ne lidhje me kuotat,qofte ne baze te statutit (ekuivalente lokale) te Kompanise ose Cmimit te Blerjes dhe Pageses.

3.Cmimi i shitjes se kuotave

3.1 Cmimi i shitjes dhe iblerjes se kuotave per te cilin eshte rene dakort midis paleve eshte nje shume e barabarte me 490Leke(Cmimi i blerjes). Bleresi i ka paguar shitesit kete shume totale ne perputhje me kuotat duke u likujduar totalisht.

4.Transferimi i kuotave

Titulli i kuotave 49% i barasvlefshem me 490 Leke i eshte transferuar bleresit ne daten e nenshkrimit te kesaj Kontrateje.

Pas nenshkrimit te kesaj Kontrate Z. Khaled Mohyeden Almahdy Fares do te jete ortak i vetem i Shoqaerise me 100% te kuotave dhe kapitalit.

5. Angazhimet

Shitesi me keteKontrate autorizon regjistrimin e transferimit te kuotave ne emer dhe ne pronesi te bleresit. Bleresi do te pergatise dhe dorezoje te gjitha aplikimet e nevojshme te kerkuara per depozitim e kesaj Kontrate ne Regjistrin Tregetar Shqiptar te mbajtur nga Qendra Kombetare e Biznesit.

6. Ligji i Zbatueshem dhe Juridiksioni

Kjo Kontrate do te rregullohet dhe interpretohet ne perputhje me ligjet e Republikes se Shqiperise. Gjykata e Shkalles se Pare e Juridiksionit te Pergjithshem Tiranedo te kete juridiksion ekskluziv per sa i perket te gjitha mosmarreveshjeve qe lindin ndermjet paleve ne lidhje me keteKontrate.

7. Te ndryshme

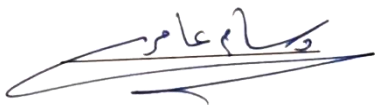
Palet rane dakort qe kjo Kontrate do te ndryshohet vetem me shkrim dhe ndryshimet do te nenshkruhen nga palet ose nga perfaqesuesit e tyre te autorizuar.

8. Gjuha dhe Kopjet

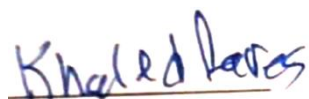
Kjo Kontrate do te nenshkruhet ne gjuhen Angleze dhe ne gjuhen Shqipe, dhe gjuha Angleze do te jete gjuha mbizoteruese ne rast konflikti midis dy versioneve.

Ekzekutuar ne 4 kopje origjinale

Wesameldin Sadek Halmy Amer



Khaled Mohyeden Almahdy Fares



SHARE PURCHASE CONTRACT

This Share Purchase Contract is entered into on _11_/_12_/202__.

By and Between:

1. **Z. Wesameldin Sadek Halmy Amer**, the son of Sadek, with nationality Egyptian, born on 29.10.1973, in Alexandria, Egypt, address Al Gumhoria st.21, Almontazh, Alexandria, Egypt, identified with Passaporte no. Personal A31041894, (the **“Seller”**).
2. **Mr. Khaled Mohyeden Almahdy Fares**, the son of Mohyeden, with nationality Egyptian, born on 10.10.1971, in Alexandria, Egypt, address Dzemala Bijedica 279 B. Sarajevo, Boznie Hercegovina, identified with Passaporte no. Personal A39429891; (the **“Buyer”**)

The parties to this Contract shall collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS

The parties are partners in the company Alexandria LLC, NUIS M51510047H, where the seller owns 49% of the quota while the buyer owns 51% of the quota.

WHEREAS, Seller owns 1 (one) quota in the capital of the Company constituting 49 % of the share Capital evaluated in 490 All.

WHEREAS, Sellers wishes to sell to Buyer, and Buyer desires to purchase from Seller, the Share upon the terms and conditions set forth in this Contract.

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 Contract (**“the Parties”**) hereto agree as follows:

1. Interpretation and Definitions

1.1 In this Contract:

No provision of this Contract shall be interpreted against a Party solely as a result of the fact that such Party was responsible for the drafting of such provision;

The terms shareholder of quota holder has the same meaning in compliance with the provisions of Albanian law applicable to the legal Company.

1.2 Definitions

“Contract” shall have the meaning set forth in the Preamble to this Contract.

“Buyer” shall have the meaning set forth in the Preamble.

"Applicable Law" means the laws, decrees or regulations or any other type of primary or secondary legislation which is at the relevant time in force in Albania;

"Purchase Price" the meaning given in Clause...

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

“Shares” shall have the meaning set forth in the Recitals to this Contract.

2. Sale and Purchase of the Quota

2.1 Upon the terms and subject to the conditions set forth in this Contract, 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 transferring the Shares.

2.2 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 Purchase Price and Payment.

3. Share Purchase Price

3.1 The purchase price for the Share agreed between parties is an amount in cash equal to 490 All (the “Purchase Price”). Buyer has paid to the Seller this total amount in regards with their quotas.

4. Transfer of Shares

The title to the 49% quotas equivalent to 490 Leke was transferred to the buyer on the date of signing this Contract.

After signing this Contract, Mr. Khaled Mohyeden Almahdy Fares will be the sole partner of the Company with 100% of the shares and capital.

5. Covenants

Seller hereby, authorizes registration of the transfer of Shares under the name and property of the Purchaser. The Purchaser shall prepare and file all the necessary applications required for the depositing of this Contract with the Albanian Commercial Registry held by National Business Center.

6. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the Republic of Albania.

The Tirana District Court shall have exclusive jurisdiction with respect to all disputes arising between the Parties in connection to this Contract

7. Miscellaneous

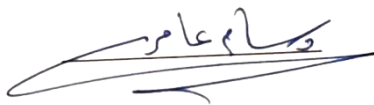
The parties agreed that this Contract shall be amended only in writing and such amendments by signed by the Parties or by their duly authorized representatives.

8. Language

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

Executed in 4 original copies.

Wesameldin Sadek Halmy Amer



Khaled Mohyeden Almahdy Fares

