

DONATION AGREEMENT BETWEEN THE REPUBLIC OF TÜRKİYE AND THE REPUBLIC OF ALBANIA

The Republic of Türkiye (herein after referred to as “the Donor”) and the Republic of Albania (herein after referred to as “the Recipient”) (herein after together referred to as “the Parties”),

Noting their satisfaction with the current level of friendship and cooperation relations between the Parties and to further strengthen these relations,

Having regard to the provisions of Treaty of Friendship, Good Neighborhood and Cooperation between the Republic of Türkiye and the Republic of Albania which was signed on 1 June 1992,

Have agreed as follows:

CHAPTER ONE

Transfer and Delivery of the Aircraft

ARTICLE 1 - All the rights, title to and interests related to the Aircraft, the technical details of which are shown in Annex-1, and which is operated by Türk Hava Yolları A.O. (herein after referred to as "the Operator") with the Turkish Civil Aviation Authority on the date of signing of this Agreement and which has a market value of approximately USD 11,900,000 are to be transferred to the Recipient by the Donor free of charge to ensure strengthening the bonds of friendship and close cooperation between the Parties. The Recipient accepts the Aircraft donated hereunder in its current condition ("AS IS"), together with all defects, and without any warranties, express or implied.

ARTICLE 2 - Title to the Aircraft shall pass to the Recipient upon delivery of the Aircraft to the Recipient. The risk of damage, destruction, or loss of the Aircraft shall pass from the Donor to the Recipient upon delivery of the Aircraft.

ARTICLE 3 - If, before delivery, the Aircraft suffers a total loss or substantial damage for which the Donor is not prepared to bear the cost of repair, this Agreement shall terminate without further act as of the date on which such total loss or substantial damage occurs, and the rights and obligations of the Parties under this Agreement shall cease and be discharged without any further liability on the part of the Donor or the Recipient, except in respect of confidentiality obligations, if any, which shall remain in full force and effect notwithstanding such termination.

ARTICLE 4 - The Donor shall transfer title to the Aircraft to the Recipient and delivery shall take place as follows:

a- The Parties shall give each other two copies of the signed and dated Delivery/Acceptance Certificate (Annex-2) in Turkish, Albanian and English with respect to the Aircraft.

b- The Recipient shall draw up, sign and deliver documents and carry out other necessary procedures that the Donor may request and that may be required in connection with delivery of the Aircraft and the transactions stipulated by this Agreement.

c- Simultaneously with the signing of the Delivery/Acceptance Certificate, the Aircraft's registration shall be deleted from the Turkish civil aircraft registry, title to the Aircraft shall pass from the Donor to the Recipient at the Delivery Location and its operation shall be transferred from the Operator to the Recipient.

On behalf of the Recipient, the Armed Forces of the Republic of Albania are responsible for technical, administrative and budgetary issues regarding the Aircraft. For the avoidance of doubt, the Aircraft shall not be used for military purposes under any circumstances.

The name/title, address, contact information and other necessary information about the institution or company which will be designated as operator of the Aircraft by the Recipient or any change thereto shall be notified in writing to the Operator and to the Donor as soon as possible after signing of this Agreement.

ARTICLE 5 - The Aircraft shall be delivered to the Recipient on an "AS IS" "WHERE IS" basis in İstanbul.

ARTICLE 6- The technical documents to be provided along with the Aircraft are listed below:

- a- The Aircraft's previous maintenance records and original delivery documents.
- b- Airworthiness instructions approved status list.
- c- Approved list of service bulletin applications.
- d- Approved list of supplementary type certificate applications.
- e- Statement regarding aircraft accident/crash.
- f- Declarations showing the number of landings and flight hours for Airframe, Engine, Landing Gear and APU.
- g- Statements showing deferred works.

ARTICLE 7- The delivery date of the Aircraft shall be determined by the Donor taking into account the condition of the Aircraft and the availability of the Recipient, provided that the necessary documents are drawn up and signed and the relevant delivery procedures are fulfilled by the Parties.

CHAPTER TWO

Condition of the Aircraft and Disclaimer

ARTICLE 8 - The Aircraft, each engine and part thereof (including but not limited to the airframe and any engine, APU, landing gear, component, equipment and part installed thereon and the available technical documents and other equipment, parts, data, etc. regarding the Aircraft) are being donated and shall be delivered to the Recipient on an "AS IS" "WHERE IS" basis and in airworthy condition, without any representation, warranty or covenant of any kind by the Donor, express or implied, whether arising by law or otherwise.

ARTICLE 9 - The Recipient hereby unconditionally agrees that the Aircraft, each engine and each part thereof shall be delivered on an "AS IS" "WHERE IS" basis and in airworthy condition at the time of delivery, and that no condition, term, warranty, representation or covenant of any kind whatsoever is assumed, made or given by the Donor in respect of the

airworthiness, value, quality, durability, condition, design, operation, description, merchantability or fitness for a particular use or purpose of the Aircraft, any engine or any part thereof, the absence of latent, inherent or other defects (whether or not discoverable), the completeness or condition of the aircraft documents, or any non-infringement of any patent, copyright, design or other proprietary right, any implied warranty arising from course of performance, course of dealing or custom; and any condition, warranty and representation (or liability or obligation, in contract or in tort) in relation to any of those matters, express or implied, whether arising from law or otherwise, are expressly excluded.

ARTICLE 10 - The Recipient hereby agrees that, the Donor, the Operator and, Türk Hava Yolları Teknik A.Ş. (herein after referred to as “the Service Provider”) which provided maintenance services for the Aircraft from 20 April 2005 until the date of delivery of the Aircraft, are not liable for any consequential, incidental, special or punitive damages (including loss of profits and loss of revenue) in any way connected with this Agreement, and the Recipient agrees that it has no claim nor will it make any claim against the Donor, the Operator and the Service Provider in respect thereof, and waives any right to hold the Donor, the Operator and the Service Provider liable in respect thereof, regardless of the underlying nature or basis.

ARTICLE 11 - The Recipient hereby waives, in relation to the Aircraft, (i) all of its rights related to any express or implied, condition, warranty or representation of the Donor and (ii) all claims against the Donor, the Operator and the Service Provider, however and whenever arise.

ARTICLE 12- Upon delivery, the Recipient shall assume full responsibility for the use, operation, maintenance and repair, registration of the Aircraft and compliance with applicable rules in relation thereto. Upon delivery, the Donor, the Operator, and the Service Provider shall have no liability to the Recipient or any third party for any claims, losses, damages, compensation, maintenance or repair costs, or expenses arising out of or in connection with the Aircraft or its use.

ARTICLE 13- The Recipient shall indemnify, defend and hold harmless the Donor and its institutions, organizations, affiliates (including, for the avoidance of doubt, Türkiye Varlık Fonu, Türk Hava Yolları A.O. and Türk Hava Yolları Teknik A.Ş.), departments and other administrative units, and their respective directors, officers, employees and representatives (hereinafter referred to as “the Indemnified Parties”) from and against any and all losses, liabilities, claims, damages, liens, causes of action, compensations, suits, fines, judgments, costs, taxes, duties, fees and expenses (including, but not limited to, third party claims and reasonable attorney fees and investigation fees or expenses) of whatever kind or nature, caused by or arising directly or indirectly out of or in any way connected with the acceptance, registration, performance, import, export, transportation, management, sale, inspection, testing, delivery, lease, alteration, removal or re-delivery, condition, ownership, manufacture, design, maintenance, service, repair, revision, improvement, modification or alteration, possession, control, use, operation or other activities of the Aircraft by the Recipient or relating to any loss, destruction of or damage to any property, or death or injury to any person caused by, relating to or arising from or out of (in each case, directly or indirectly) any of the foregoing matters on or after delivery of the Aircraft.

CHAPTER THREE

Insurance

ARTICLE 14- For a period of twenty-four (24) months after delivery or until the next major overhaul of the Aircraft, whichever occurs first, the Recipient shall, at its own expense, maintain (or procure that subsequent buyers, lessees, or operators of the Aircraft maintain) in effect aircraft third party, passenger, baggage, cargo, mail and general third party (including product liability cover) legal liability insurance for the Aircraft, naming the Donor and the Indemnified Parties as additional insureds, to a combined single limit of not less than USD 1,000,000,000 and waive any right of subrogation against the Indemnified Parties and shall deliver to the Donor certificates of insurance evidencing that such cover is in effect throughout such period, and such insurance policy shall provide;

a- that the insurance shall not be cancelled or significantly altered until the expiry of thirty (30) days from the date of notification of cancellation or alteration by insurers or before the expiry of seven (7) days in the case of war risks and related perils;

b- that the cover provided by the policy to each Indemnified Party shall not be invalidated by any act or omission (including misrepresentation and concealment of information) of any other person or party which causes a breach of any term, condition or warranty of the policy, provided, however, that such act or omission was not caused, contributed to or knowingly condoned by any of the Indemnified Parties so protected;

c- for worldwide coverage;

d- that the Indemnified Parties have no responsibility for premium and insurers waive any right of set-off or counterclaim against any of the Indemnified Parties;

e- that the liability insurance shall contain a severability clause to the effect that each insured party shall have the same protection as would have been the case had such policy been issued individually to each except as regards the limit of insurers' liability;

f- that liability insurance shall be primary and without right of contribution from other insurance which may be available to the Indemnified Parties.

CHAPTER FOUR

Representations and Warranties

ARTICLE 15- The Recipient represents and warrants to the Donor that:

a- It has full power and legal authority to enter into this Agreement and to accept the Aircraft.

b- This Agreement has been duly and validly concluded by the Recipient and constitutes a legal, valid and binding obligation of the Recipient enforceable against the Recipient in accordance with its terms. The Recipient has completed all other necessary procedures for the execution and implementation of this Agreement and has obtained all necessary permissions and approvals required pursuant to applicable laws.

c- The conclusion and implementation of this Agreement, the completion of the transactions contemplated by this Agreement or compliance with any term or provision of this Agreement are not contrary to any provision of applicable law to the Agreement.

d- It agrees to the limitations set forth in Chapter 2.

CHAPTER FIVE

Miscellaneous

ARTICLE 16 - This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements regarding the Aircraft.

ARTICLE 17 - The Recipient, without the prior written consent of the Donor, shall not assign, transfer or otherwise dispose of, all or part of, this Agreement or its rights or obligations under this Agreement to any other state, international organization, legal entity or natural person.

ARTICLE 18 - All disputes regarding the interpretation or implementation of this Agreement shall be resolved through bilateral negotiations and discussions between the Recipient and the Donor. With respect to the rights and obligations stipulated in this Agreement, the Recipient hereby in advance and unconditionally agrees not to file a lawsuit, request for arbitration, or assert any other legal claim against the Donor, the Operator, or the Service Provider, before any national or international authority/jurisdiction or any third party.

ARTICLE 19 - The provisions of this Agreement shall not affect rights and obligations of the Parties arising from other international treaties to which they are parties.

CHAPTER SIX

Final Provisions

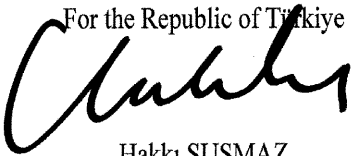
ARTICLE 20 - This Agreement may only be amended by written agreement of the Parties. The amendments constitute an integral part of this Agreement.

ARTICLE 21 – The Annexes (Annex-1, Annex-2, Annex-3 and Annex-4) are an integral part of this Agreement. Annex-3 and Annex-4 shall be signed simultaneously with the signing of this Agreement.

ARTICLE 22 - This Agreement shall enter into force on the date of receipt of the last written notification by which the Parties notify each other, through diplomatic channels, of the completion of their internal legal procedures required for the entry into force of this Agreement.

Signed in Ankara/Tirana, on 05/11/2025 / 22/10/2025, in two original copies each in Turkish, Albanian and English, all texts being equally authentic, by persons duly authorized by the Parties. In case of discrepancy between the texts in different languages or divergence in interpretation, the English text shall prevail.

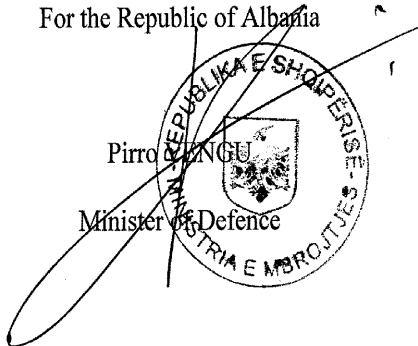
For the Republic of Türkiye



Hakkı SUSMAZ

Secretary General of the Presidency

For the Republic of Albania



Pirro BERISKO

Minister of Defence

ANNEX-1

TECHNICAL SPECIFICATIONS OF THE AIRCRAFT

Date of data	27.06.2025
Aircraft type model and series	A319-115J
Serial Number	1002
Registration	TC-GVC
Date of Manufacture	28.02.2000

Aircraft Weights	LB	KG
Maximum Taxi Weight (MTW)	167 330 lb	75 900 kg
Maximum Takeoff Weight (MTOW)	166 448 lb	75 500 kg
Maximum Zero Fuel Weight (MZFW)	128 970 lb	58 500 kg
Basic Empty Weight (BEW)	98744 lbs	44 790 kg

ADDITIONAL INFORMATION	<p>*AS400 AIRSHOW SYSTEM INSTALLED</p> <p>*NO ACTIVE IFE SYSTEM</p> <p>*NO CONNECTIVITY SYSTEM INSTALLED</p> <p>*3 ACTS INSTALLED</p>
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AIRFRAME

Air Frame	Since New
Total Hours	10176
Total Cycles	7152

Maintenance Checks	C Check (intermediate airframe inspection	S Check (heavy airframe inspection)
Date or TT of Last Done	CO11 15.03.2024 (10171 FH, 7138 FC)	S003 30.03.2023 (10081:43 FH, 7073 FC)
Date or TT of Next Due	15.03.2026	29.03.2029
Interval	7500 FH / 24 MO	6 YR

LANDING GEARS

	Nose	Main (left)	Main (right)
Manufacturer	MESSIER-DOWTY	MESSIER-DOWTY	MESSIER-DOWTY
Part Number	D23589510-107	201581001	201581002
Serial Number	B374	MDL-1002	MDL-1002
TSN	10058	10058	10058
CSN	7071	7071	7071
CBO	450	450	450
TBO	711	711	711
Next OVH date	27 July 2029	27 July 2029	27 July 2029

APU AND ENGINES

	APU	Engine Left	Engine Right
Make and model	APS3200	CFM56-5B7/P	CFM56-5B7/P
Serial Number	2136	779669	779670
Time Since New	24461	10176:5	10176:5
Cyles Since New	29514	7152	7152

ANNEX-2

DELIVERY/ACCEPTANCE CERTIFICATE

With respect to one (1) Airbus model A319-115J bearing manufacturer's serial number 1002 aircraft and two (2) attached CFM56-5B7/P engines bearing manufacturer's serial numbers 779669 and 779670 ("the Aircraft");

Pursuant to "Donation Agreement Between the Republic of Türkiye and the Republic of Albania" ("the Agreement") signed on/...../2025 (capitalized terms used herein without being defined specifically shall have their respective meanings in the Agreement),

This is to certify,

That the Republic of Albania ("the Recipient") has inspected the Aircraft and is fully satisfied with the condition of the Aircraft,

That the Recipient has accepted delivery of the Aircraft as the Aircraft is located at on local time,

And that the Recipient, has received the Aircraft on an "AS IS" "WHERE IS" basis and in airworthy condition, and has agreed that the Republic of Türkiye ("the Donor") makes no representations or warranties as to the condition of the Aircraft.

This Delivery/Acceptance Certificate and any obligations arising from or in connection herewith shall be applied and interpreted in accordance with the Agreement.

1- By duly authorized person, for and on behalf of the Recipient

Signature

Name:

Title:

Date:

2- By duly authorized person, for and on behalf of the Donor

Signature

Name:

Title:

Date:

ANNEX-3

STATEMENT OF COMPLIANCE WITH SANCTIONS

This Statement of Compliance with Sanctions ("Statement") is signed between the Republic of Türkiye ("the Donor") and the Republic of Albania ("the Recipient"). By signing this Statement, the Recipient represents, warrants and undertakes that:

- 1- The Recipient shall at all times comply with all applicable laws and regulations in any operations or transactions relating to the A319-115J aircraft with the registration mark TC-GVC and serial number 1002 ("the Aircraft").
- 2- The Recipient shall not engage or be involved in any act, transaction or activity, directly or indirectly, with respect to the Aircraft, that conflicts with or is contrary to applicable anti-bribery or anti-corruption legislation, anti-money laundering or anti-terrorism legislation, sanctions or export controls, anti-human trafficking or anti-slavery legislation, or criminal or regulatory legislation of any government or authority, including, but not limited to (i) the Republic of Türkiye, (ii) the United States of America, (iii) the European Union and (iv) the United Nations.
- 3- The Recipient shall not engage in or permit any act, transaction or activity that will result in the Aircraft being designated as the subject or target of sanctions, export controls, asset freezing or other restrictive measures imposed or maintained by (i) the Republic of Türkiye, (ii) the United States of America, (iii) the European Union and (iv) the United Nations.

On behalf of the Republic of Albania

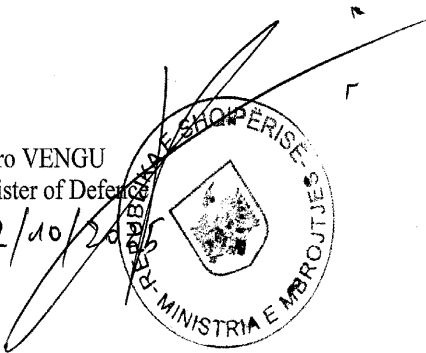
Signature

Name: Pirro VENGU

Title: Minister of Defense

Date:

22/10/2025



ANNEX-4

END USE/END USER STATEMENT OF COMPLIANCE

It is the policy of the Republic of Türkiye ("the Donor") to verify, where appropriate, the end use and end user for product, software and technology to ensure compliance with applicable export control laws and regulations, embargoes and/or sanctions ("Sanctions and Export Controls") of (i) the Republic of Türkiye, (ii) the United States of America, (iii) the European Union and (iv) the United Nations.

As A319-115J Aircraft with registration mark TC-GVC and manufacturer's serial number 1002 ("the Aircraft") accepted by the Republic of Albania ("the Recipient") may be used outside of the mentioned countries/unions, please confirm the following:

- The Recipient agrees that it shall not use, sell, resell, lease, export, re-export, divert or otherwise transfer the Aircraft to any person, entity or country subject to Sanctions and Export Controls, including those listed in any denied or restricted parties lists.
- The Recipient agrees that it shall not use, sell, resell, lease, export, re-export, divert, deliver or otherwise transfer the Aircraft, directly or indirectly, in violation of or circumventing Sanctions and Export Controls or for any prohibited end use purposes under Sanctions and Export Controls.
- The Recipient agrees that it shall not use, sell, resell, lease, export, re-export, divert, deliver or otherwise transfer the Aircraft for use in activities related to the development, production, use or stockpiling of nuclear explosive devices, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use prohibited under Sanctions and Export Controls.

On behalf of the Republic of Albania

Signature

Name: Pirro VENGU

Title: Minister of Defence

Date: 22/10/2025

