



Data: 14 maj 2026

TO:

MABCO Constructions SA – Branch in Albania
Rruga "29 Nëntori", Pall. Constech, Objekti 2, Kati 1,
ZK 2679, Nr Pasurie 440/384, Njësia Adm. Nr. 7, Tiranë

FROM:

Z. Vegim Hoxha, Administrator
Shoqëria "Vlora International Airport – VIA" sh.p.k.
NUIS: M118090021
Adresa: Rruga "Ismail Qemali", Ndërtesa
Samos Tower, Kati i 4-te, Ap. Nr. 17, Tiranë, Shqiperi

**TERMINATION OF THE CONTRACT FOR CONTRACTOR DEFAULT PURSUANT TO CLAUSE
16.2 – CONTRACT AGREEMENT DATED 03 OCTOBER 2022 (AS AMENDED)**

Dear Sirs,

We write on behalf of Vlora International Airport VIA sh.p.k. in its capacity as Employer under the Contract Agreement dated 03 October 2022, as amended by Amendment No. 1 (together, the "Contract"), entered into with MABCO Constructions SA – Branch in Albania as Contractor for the realisation and construction of the Vlora International Airport buildings and related facilities.

This letter is a formal contractual notice. It is issued pursuant to, and without limitation of, Clauses 1.3, 1.4, 16.1, 16.2 and 16.3 of the Contract and all other rights and remedies available to the Employer under the Contract, Albanian law and applicable law.

Capitalised terms used but not otherwise defined in this Notice have the meanings assigned to them in the Contract.

1. Prior notices and expiry of cure period

1. On 08 April 2026, the Employer issued a Formal Notice to Correct and Demand to Remedy Material Contractual Defaults under Clause 16.1.1 of the Contract (the "Notice to Correct"). The Notice to Correct identified multiple serious, persistent and continuing defaults and required the Contractor to cure them within the periods specified in that notice.
2. On 28 April 2026, the Employer issued a Notice of Failure to Cure and Seven-Day Notice of Intended Termination under Clause 16.2 of the Contract (the "Seven-Day Notice"). The Seven-Day Notice recorded the Contractor's continuing failure to cure and gave the Contractor seven (7) calendar days' final notice under Clause 16.2.2 of the Contract.
3. According to the Employer's records, the Seven-Day Notice was contractually received by the Contractor on 30.04.2026 and the seven-calendar-day period expired at 07.05.2026 (the "Cure Deadline").
4. As at the date of this Notice, the Contractor has failed to provide any complete, compliant, substantiated and verifiable cure of the defaults notified by the Employer. The Contractor has also failed to provide any substantive response, evidence, programme, security, documentation, payment position or contractual objection capable of preventing termination.
5. For the avoidance of doubt, no meeting, silence, partial communication, informal statement, unsupported assertion, partial activity on Site, attempted document dump, unilateral mobilisation or purported late cure has been accepted by the Employer as a cure. No further extension of time or additional cure period is granted by this Notice.

2. Continuing Contractor Defaults

Without limitation, the Contractor remains in continuing and material default of the Contract. The defaults include the matters summarised below and set out in further detail in Schedule 1 to this Notice:

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- failure to deliver a valid, unconditional, enforceable and contract-compliant Performance Security in the amount of EUR 1,000,000;
- failure to comply with commencement, progress, programme, recovery, acceleration and timely completion obligations;
- failure to achieve timely Provisional Acceptance and continuing accrual of Delay Damages;
- failure to provide a coherent, contract-compliant, properly resourced and verifiable recovery programme and acceleration methodology;
- unauthorised and/or invalid design/document-control conduct, including reliance on unapproved revision packages;
- failure to provide complete technical, quantity, testing, conformity, certification and verification records;
- failure to submit quality management, testing, commissioning, as-built, operation and maintenance and completion/handover documentation required by the Contract;
- complete failure to commence key and substantial portions of the Works, including the Maintenance Hangars, Administration Building and MRO-related scope; and
- failure to preserve, document, verify and execute the Works in a manner that allows the Employer to verify contractual and technical compliance.

Each of the above defaults is serious, material and continuing. Taken together, they demonstrate a persistent failure by the Contractor to perform the Contract and to proceed with the Works with due expedition and without delay.

3. Formal termination

6. The Employer's primary position is that the seven (7) calendar days' notice required under Clause 16.2.2 of the Contract was given by the Seven-Day Notice and has expired without cure.
7. Accordingly, pursuant to Clauses 16.2.1 and 16.2.2 of the Contract, and without prejudice to any other basis for termination available to the Employer, the Employer hereby terminates the Contract for Contractor Default with immediate effect upon contractual receipt of this Notice (the "Termination Effective Time").
8. For the avoidance of doubt, this is a notice of termination. It is not a further notice to correct, not a waiver, not a variation, not a suspension, not an acceptance of any non-compliant work, not an extension of time and not a release of any claim against the Contractor.
9. If, contrary to the Employer's position, any additional notice, formality or period is held to be required to perfect termination, this Notice shall also operate as such notice and termination shall take effect at the earliest time permitted by the Contract and applicable law. This fallback wording is without prejudice to the Employer's primary position that termination is effective immediately upon contractual receipt of this Notice.

4. Expulsion from Site and immediate cessation of Works

10. With effect from the Termination Effective Time, the Contractor is expelled from the Site pursuant to Clause 16.2.2 of the Contract.
11. The Contractor shall immediately cease all further Works, except only for such work as the Employer may expressly instruct in writing for the protection of life, property, the safety of the Works, environmental protection, preservation of records or safe handover.
12. All Contractor access to the Site, and all access by the Contractor's subcontractors, personnel, suppliers, consultants and agents, is withdrawn except for strictly controlled, escorted access authorised in writing by the Employer for handover, inventory, safety, preservation, demobilisation or removal of items expressly authorised by written gate pass.
13. The Contractor shall not remove, alter, conceal, destroy, relocate, disconnect, energise, de-energise, cover up, substitute or modify any Goods, Contractor's Documents, Plant, Materials, Contractor's Equipment, tools, project records, drawings, hard-copy or electronic files, keys, badges, access cards, data storage media, software, testing equipment, installed items or other Site items except with prior written authorisation of the Employer and following joint inventory.
14. The Employer will conduct a Site possession, evidence-preservation and inventory process. The Contractor is required to attend the joint Site inventory at 21.05.2026 through duly authorised representatives. The Contractor's non-attendance shall not prevent the Employer from proceeding with unilateral inventory, valuation, preservation and completion steps.

5. Delivery of Goods, Contractor's Documents and project records

15. Pursuant to Clause 16.2.4 of the Contract, once notice of termination is issued the Contractor is required to leave the Site and deliver to the Employer any required Goods, all Contractor's Documents and other documents made by or for the Contractor.
16. The Contractor shall immediately, and in any event no later than twenty-four (24) hours after receipt of this Notice, deliver to the Employer all documents, records, drawings, models, calculations, design submissions, revision registers, as-built records, operation and maintenance information, technical files, test records, quality records, progress records, correspondence, approvals, permits, warranties, certificates, manuals, lists, schedules and electronic records listed in Schedule 3 and any other project-related documents made by or for the Contractor.
17. The Contractor shall deliver the above in hard copy and electronic form, including all native file formats, electronic folders, BIM/CAD files, spreadsheets, schedules, databases, registers, digital correspondence, photographs, video records and metadata reasonably required to preserve traceability and enable continuation, verification, completion, testing, commissioning, certification and handover of the Works.
18. The Contractor shall provide the Employer with a complete list of subcontractors, suppliers, designers, consultants, manufacturers, open purchase orders, warranties, guarantees, pending claims, unpaid invoices, site access holders and any person asserting rights over any Goods, Plant, Materials, equipment, documents or records relating to the Works.
19. The Contractor shall preserve all records relating to the Contract, the Works and the defaults notified by the Employer. The Contractor shall not delete, destroy, edit, overwrite, backdate, conceal or otherwise interfere with any document, data, correspondence, log, register, daily report, site record, accounting record, testing record or electronic record relevant to the Contract or any dispute arising from it.

6. Completion by the Employer and use of Goods and documents

20. Pursuant to Clause 16.2.5 of the Contract, after termination the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and such entities may use any Goods, Contractor's Documents and other documents made by or on behalf of the Contractor for completion, rectification, testing, commissioning, certification, handover, operation, maintenance and/or dispute purposes.
21. The Contractor shall provide all reasonable assistance necessary to allow the Employer, the Contracting Authority, the Independent Engineer, replacement contractors, consultants, subcontractors, suppliers, insurers, lenders and other authorised persons to secure, verify, continue, complete, protect, test, commission, certify, operate and maintain the Works.
22. The Employer reserves the right to notify the Contracting Authority, the Independent Engineer, lenders, insurers, subcontractors, suppliers, public authorities and any relevant third parties of this termination to the extent required or appropriate for the protection of the Project, the Site, public safety, regulatory compliance, evidence preservation, financing, insurance, replacement procurement, completion of the Works and enforcement of the Employer's rights.

7. Valuation, set-off, withholding and financial consequences

23. After termination, the Employer will proceed, as soon as practicable, to agree or determine the value of the Works, Goods, Contractor's Documents and any other sums due to the Contractor for work executed in accordance with the Contract, strictly in accordance with Clause 16.2.6 and the Determinations provisions of the Contract.
24. Any valuation shall exclude the value of any Contractor's Documents, Materials, Plant, Permanent Works, systems, installations, work, services or items to the extent that they do not comply with the Contract, are unsupported by required records, are defective, are not approved, are not verified, are not traceable, are not lawfully certifiable or cannot properly be relied upon for completion, testing, commissioning, payment, acceptance or handover purposes.
25. The Employer is entitled to withhold further payments to the Contractor until the costs of execution, completion, remedying of defects, Delay Damages, completion delay consequences, preservation costs, security costs, investigation costs, professional costs, replacement procurement costs, direct damages, losses, indemnities and all other costs and claims of the Employer are established.
26. Without prejudice to further calculation, invoicing, deduction, set-off and recovery, Delay Damages had accrued to EUR 4,290,000.00 as at 08 April 2026 and to EUR 4,490,000.00 as at 28 April 2026. The Em-

ployer's updated provisional calculation as at the Termination Effective Time is set out in Schedule 4. The Employer reserves its position as to all further accrual, loss, damage, cost, expense, deduction, set-off, withholding and recovery available under the Contract and applicable law.

27. Nothing in this Notice constitutes, or shall be treated as, a payment certificate, acceptance of any Payment Request, waiver of any deduction, acceptance of any work, certification of any value, final account, final determination or release of the Contractor.

8. No waiver; reservation of rights

28. This Notice is issued entirely without prejudice to all rights, remedies, powers, entitlements, claims and positions of the Employer under the Contract, Albanian law and applicable law, all of which are expressly reserved.
29. No review, discussion, meeting, correspondence, inspection, site access, receipt of documents, partial submission, late submission, purported cure, exchange of views, silence, delay, allowance of time, payment, instruction, acceptance of assistance, joint inventory, valuation, demobilisation, removal approval, site preservation measure or other act or omission by the Employer shall constitute or be construed as a waiver, election, approval, acceptance, extension, concession, variation, modification, suspension, prevention, abandonment of rights or acceptance of any Contractor position, unless expressly confirmed in writing by the Employer through a duly authorised representative.
30. The Employer expressly reserves, without limitation, all rights to: terminate, expel the Contractor from the Site, take possession, secure and preserve the Site, reject non-conforming work, require removal/replacement/re-execution, complete the Works by others, use Goods and Contractor's Documents, withhold payments, deduct, set off, invoice, recover Delay Damages, recover completion costs, recover remedial costs, recover direct damages, enforce indemnities, recover professional costs, commence and continue dispute resolution, commence arbitration, seek interim or conservatory measures and pursue all other contractual, legal and equitable remedies.

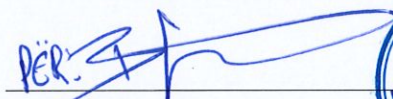
9. Immediate required acknowledgements

31. The Contractor shall immediately acknowledge receipt of this Notice in writing. Failure to acknowledge receipt shall not affect the validity, effectiveness or consequences of this Notice.
32. No later than twenty-four (24) hours after receipt of this Notice, the Contractor shall provide the Employer with the names, roles, contact details and written authority of the Contractor's representatives who will attend the Site handover and inventory process.
33. No later than forty-eight (48) hours after receipt of this Notice, the Contractor shall deliver a complete written response confirming the steps taken to comply with the handover, preservation, document delivery, demobilisation, subcontractor and site integrity requirements set out in this Notice.

Yours faithfully,

For and on behalf of

Vlora International Airport VIA sh.p.k.



Mr. Vegim Hoxha
Administrator



Attachments

- Formal Notice to Correct and Demand to Remedy Material Contractual Defaults dated 08 April 2026;
- Notice of Failure to Cure and Seven-Day Notice of Intended Termination dated 28 April 2026;
- Schedule 1 – Continuing Defaults and Failure to Cure;
- Schedule 2 – Site Handover, Access Control and Preservation Directions;
- Schedule 3 – Documents, Records, Goods and Information to be Delivered;
- Schedule 4 – Updated Delay Damages and Financial Reservation; and

Schedule 1

Continuing Defaults and Failure to Cure

This Schedule is without limitation. It supplements, and does not replace, the defaults identified in the Notice to Correct and the Seven-Day Notice. The Employer reserves the right to rely on any other default, breach, non-conformity, delay, defect, omission, failure to document, failure to verify, failure to certify, failure to comply with law, failure to preserve records or other matter discovered before or after this Notice.

Default category	Employer's position
A. Performance Security	The Contractor has failed to deliver the contractually required Performance Security in the amount of EUR 1,000,000, valid and enforceable as required by Clause 3.2 of the Contract. This deprives the Employer of a core contractual protection for proper performance, delay, default, non-remedy and termination consequences.
B. Time, progress and programme	The Contractor has failed to commence, proceed, resource, programme, recover and accelerate the Works in accordance with the Contract. The Contractor has failed to proceed with due expedition and without delay, failed to submit a compliant recovery programme, and failed to demonstrate any credible pathway to Provisional Acceptance.
C. Recovery programme and acceleration	The Contractor has failed to submit a coherent, realistic, properly resourced and verifiable programme identifying critical path logic, manpower allocation, equipment allocation, procurement status, weekly targets, interface logic, testing milestones, completion logic and evidence-backed acceleration methodology.
D. Delay Damages	The Contractor has failed to achieve timely Provisional Acceptance. Delay Damages have accrued and remain recoverable, deductible and subject to set-off. No adequate contractual basis has been provided by the Contractor to defeat, suspend or reduce the Employer's Delay Damages position.
E. Unauthorised design / document-control irregularities	The Contractor has failed to regularise unauthorised design and document-control irregularities, including reliance on unapproved or invalid revision packages. Such materials cannot be treated as valid Contract Documents, cannot be relied upon for lawful execution and do not constitute a cure.
F. Technical, quantity, testing and conformity records	The Contractor has failed to provide complete, coherent and verifiable measurement records, quantity support records, test reports, verification records, conformity certificates, warranties, technical submittals and records needed to verify the quality, quantity, compliance and traceability of the Works.
G. Quality, testing, commissioning, as-built and handover documentation	The Contractor has failed to submit complete quality management documentation, method statements, inspection and test plans, SAT/commissioning documents, testing records, verification records, as-built records, as-built drawings, O&M manuals, completion records and handover documentation required by the Contract.
H. Failure to commence key scope	The Contractor has failed to commence key and substantial parts of the Works, including the Maintenance Hangars, Administration Building and MRO-related scope. This is not a minor, isolated or temporary issue; it is a fundamental failure to commence substantial and essential contractual scope.
I. Site, records and evidence integrity	The Contractor has failed to demonstrate a controlled and verifiable system for preserving, documenting, certifying and handing over the Works, Contractor's Documents, Goods, testing records, site records, materials, equipment and all related evidence necessary for safe and lawful completion.

Schedule 2

Site Handover, Access Control and Preservation Directions

The following directions apply immediately upon the Termination Effective Time. They are without prejudice to any other instruction issued by the Employer and any obligation of the Contractor under the Contract or applicable law.

34. The Contractor shall cease all Works immediately, except only for safety, preservation and handover steps expressly instructed in writing by the Employer.
35. All Site access by the Contractor, its personnel, subcontractors, suppliers, agents and representatives shall be subject to prior written authorisation, entry registration, escorted access and written gate-pass procedures.
36. The Contractor shall identify all personnel, vehicles, tools, equipment, materials, documents, devices and records present on Site and shall cooperate with full inventory and photographic/video evidence preservation.
37. No removal of any item from the Site is permitted without prior written gate-pass approval from the Employer. Any approved removal shall be recorded by inventory, photographs, date, time, recipient and description of the item.
38. The Contractor shall secure and preserve all temporary works, open excavations, unfinished works, exposed installations, utilities, materials, equipment, stored items, weather protection, fire safety measures and any safety-critical areas pending handover.
39. The Contractor shall deliver all keys, access cards, gate passes, badges, lock combinations, project-related login credentials, alarm details, access codes and other access-control items relating to the Works or the Site.
40. The Contractor shall provide a written list of all subcontractors, suppliers, designers, consultants, pending purchase orders, outstanding deliveries, unpaid accounts, claims, liens or asserted rights relating to the Works, Goods, Plant, Materials, Contractor's Documents or Site.
41. The Contractor shall not communicate with replacement contractors, Employer's personnel, Independent Engineer, authorities, lenders, subcontractors or suppliers in a manner that obstructs, delays, prejudices, threatens or interferes with the Employer's completion, preservation or enforcement steps.
42. The Contractor shall preserve all CCTV, gate logs, daily reports, delivery records, inspection records, test records, site diaries, photographs, correspondence and other records relating to the Site and the Works.
43. The Contractor shall promptly notify the Employer of any matter that may affect safety, security, weather protection, fire protection, environmental protection, structural integrity, public safety, regulatory compliance, warranties, insurance, utilities, site access or the integrity of the Works.

Schedule 3

Documents, Records, Goods and Information to be Delivered

The Contractor shall deliver, without limitation, the following categories of documents, records, data, Goods and information. Delivery shall be made in complete hard-copy and electronic form, including native file formats and reasonably accessible data formats.

Contract, project and correspondence records

- complete correspondence files with the Employer, Independent Engineer, Contracting Authority, authorities, subcontractors, suppliers, designers and consultants;
- meeting minutes, agendas, action lists, instructions, notices, requests, responses, claims and registers;
- daily reports, site diaries, site records, gate logs, access logs, delivery notes and photographs/video records.

Design and technical records

- all Contractor's Documents, design submissions, calculations, drawings, CAD/BIM models, specifications, shop drawings, technical submittals and revision registers;
- full register of approved, rejected, superseded, withdrawn and unapproved revisions, including dates, purposes, submitters, reviewers, approval status and whether used for execution;
- as-built records and as-built drawings in hard copy, electronic copy and native formats.

Quality, testing, commissioning and completion records

- Quality Management System documentation, method statements, inspection and test plans, inspection records and quality registers;
- test reports, verification records, laboratory records, certificates, conformity documents, manufacturer data, warranties and approvals;
- SAT/commissioning preparation documents, commissioning records, O&M manuals, training documents and completion/handover packages.

Quantity, valuation and procurement records

- measurement books, quantity records, progress records, payment support documents and any records supporting Payment Requests;
- procurement schedules, orders, contracts, delivery status, materials registers, plant/equipment registers and supplier/subcontractor ledgers;
- all documents necessary to verify ownership, delivery, storage, condition, compliance, payment status and intended incorporation into the Works.

Site, safety and environmental records

- health and safety plan, risk assessments, incident/accident records, fire safety records and site safety inspections;
- environmental protection records, waste records, permits, utility records, temporary works records and emergency arrangements;
- security records, access records, list of personnel, list of equipment, plant, tools and temporary works on Site.

Access, systems and data integrity

- project-related login credentials, passwords, access tokens, software licences, data repositories and document-control system access, to the extent relating to the Works and required for continuation and verification;
- complete electronic folder structures, backups and metadata sufficient to preserve traceability and prove dates of creation, review, approval, issue and use;
- a written certification that the delivered electronic records are complete, unaltered and representative of the Contractor's project records.

Schedule 4

Updated Delay Damages and Financial Reservation

This Schedule records the Employer's provisional financial position for notice purposes only. It is not a final account, final valuation, payment certificate, acceptance, waiver, election or exhaustive statement of claim.

Contractual deadline for Provisional Acceptance	03 February 2025, subject to any valid extension of time (if any) accepted or determined under the Contract
Daily Delay Damages rate	EUR 10,000.00 per day
Delay Damages as at 08 April 2026	EUR 4,290,000.00
Delay Damages as at 28 April 2026	EUR 4,490,000.00
Termination Effective Time	18.05.2026
Additional days after 28 April 2026 to Termination Effective Time	20 days
Updated accrued Delay Damages to Termination Effective Time	EUR 4,690,000.00
Reservation	Without prejudice to further accrual, completion costs, remedial costs, preservation costs, investigation costs, replacement procurement costs, direct damages, set-off, withholding, deduction, invoicing, recovery, indemnities, professional fees and all other rights and remedies.

The Employer reserves all rights to update, amend, supplement, invoice, deduct, set off, withhold and recover all sums due from the Contractor under the Contract and applicable law, including after completion of the Works by the Employer and/or by replacement contractors.