

MARREVESHJE PER SHITJEN E AKSIONEVE

Sot me 12 . 10 . 2020, lidhet kjo Marreveshje per Shitjen e Aksioneve (ketu e me poshte quajtur "**Marreveshja**") ndermjet paleve te meposhtme:

- **Z. Stelian Mataj**, shtetas shqiptar, lindur me 23.04.1982, ne Cerrik, Shqiperi, mbajtes i pasaportes me nr. BE3587697, me adrese ne Rr. Nikolla Nishku, Tirane 1000, Shqiperi (me poshte i quajtur "**Shitesi**")

dhe

- **Z. Wang. Zhijian**, shtetas kinez, lindur me 20.09.1981, ne Hubei, Kine, mbajtes i pasaportes me nr. EE6383076, me adrese ne: Villa 5 parkways vistas Dubai Hills, Dubai. (me poshte i quajtur "**Bleresi**").

Secila nga subjektet e mesiperme do te referohet me poshte "**Pala**", ose bashkarisht "**Palet**".

MEQENESE:

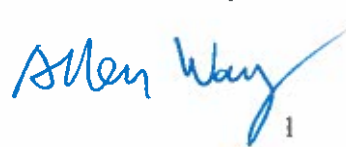
- (A) Shitesi eshte aksionari i vetem i shoqerise **Gold Fortune Sh.A.**, nje shoqeri anonime e themeluar dhe e organizuar sipas legjislacionit Shqiptar, e regjistruar ne Regjistrin Tregtar Shqiptar, me numer unik te identifikimit te subjektit (NUIS): M021220360, me seli ne adresen: ABA Business Center, Rr. Papa Gjon Pali II, Godina nr. 12, Kati 13, Zyra nr.1306, Tirane, Shqiperi, me kapital themeltar te teresisht te nenshkruar dhe te shlyer prej 3.500.000 Leke, (tre milion e peseqind mije Leke) te ndare ne 100 aksione te zakonshme me te drejte vote, me vlere nominale 35.000 Leke secila (me poshte quajtur "**Shoqeria**").
- (B) Shitesi eshte pronar dhe mbajtes i 100 (njeqind) aksioneve te zakonshme me te drejte vote, me vlere nominale 35.000 Leke secila, qe perfaqesojne ne total 100% te pjesemarrjes se tij ne kapitalin themeltar te Shoqerise, i cili eshte paguar teresisht;
- (C) Shitesi deshiron ti shese Bleresit dhe Bleresi deshiron te bleje nga Shitesi, perkatesisht 30 aksione te zakonshme me te drejte vote, qe perfaqesojne 30% te kapitalit themeltar te Shoqerise; (me poshte quajtur "**Aksionet**");

SA ME SIPER, Palet bien dakort si me poshte vijon:

NENI 1

BLERJA DHE SHITJA E AKSIONEVE

- 1.1. Objekti i kesaj Marreveshje eshte transferimi i nga Shitesi tek Bleresi i aksioneve se bashku me te gjitha te drejtat, titujt dhe/ose interesat qe rrjedhin prej tyre, qe i korrespondojne perkatesisht 30% te kapitalit themeltar te Shoqerise.
- 1.2. Pas transferimit te Aksioneve, Bleresi do te jete pronar i 30 (tridhjete) aksioneve te zakonshme me te drejte vote, qe i korrespondon 30% te kapitalit themeltar te Shoqerise.

Me nenshkrimin e kesaj Marreveshje, Shitesi do te humbase cdo te drejte pronesie, te drejte mbi dividendin, apo edhe cdo te drejte tjeter qe rrjedh nga pronesia mbi aksionet, objekt te kesaj Marreveshje.

NENI 2

TRANSFERIMI I PRONESISE SE AKSIONEVE

Titulli i pronesise mbi Aksionet do te transferohet nga Shitesi te Bleresi me nenshkrimin e kesaj Marreveshje nga te dyja Palet. Bleresi dhe /ose Shoqeria do te pasqyrojne kete transferim prane Qendres se Regjistrimit te Aksioneve, dhe/ose prane cdo autoriteti tjeter publik, menjehere pas nenshkrimit te Marreveshjes.

NENI 3

ÇMIMI I BLERJES

- 3.1. Çmimi i Blerjes se Aksioneve eshte 1.050.000 Leke (nje milion e pesedhjetë mijë Leke), ketu e meposhte quajtur “Çmimi i Blerjes”.
- 3.2. Bleresi do ti paguaje Shitesit Çmimin e Blerjes, te percaktuar ne piken 3.1 me lart.
- 3.3. Me nenshkrimin e kesaj Marreveshje, Bleresi do te transferoje ne llogarine bankare te Shitesit, Çmimin e Blerjes se Aksioneve ne shumen EUR 8488,5 (tete mijë e katerqind e tetedhjetë e tete presje pese Euro), ekuivalenti ne Leke 1.050.000 Leke (nje milion e pesedhjetë mijë Leke), qe perben shumen totale te Cmimit te Blerjes per 30 aksionet e Shitesit.

NENI 4

DEKLARIME DHE GARANCI TE SHITESIT

Ne daten e nenshkrimit te kesaj Marreveshje, Shitesi deklaron dhe garanton se:

- 4.1 Shitesi, (i) ka nenshkruar dhe paguar teresisht Aksionet; (ii) nuk eshte pale ne ndonje marreveshje tjeter qe krijon te drejta ne lidhje me Aksionet; (iii) eshte zoterues i ligjshem i Aksioneve objekt i kesaj Marreveshje; dhe ka titull pronesie te plote mbi to; gezon te gjitha perfitimet dhe interesat mbi Aksionet; (iv) Aksionet jane te lira prej çfaredo pengu apo barre te çfaredo lloji, si dhe ne daten e nenshkrimit nuk ka asnje marreveshje egzistuese, apo detyrim te meparshem qe krijon apo vendos barre mbi asnje prej Aksioneve.
- 4.2 Shitesi ka te gjitha kompetencat per te nenshkruar dhe permbushur kete Marreveshje, e cila perben nje detyrim te vlefshem per Shitesin te zbatueshem ne perputhje me kushtet e saj; pa qene e nevojshme kryerja e veprimeve te tjera. Asnje miratim, heqje dore, leje, autorizim, aplikim, ose dokument i ngjashem nga ndonje autoritet shteteror administrativ apo organ gjyqesor ose rregulles nuk eshte i nevojshem, pervecse sa parashikohet ne kete Marreveshje, per zbatimin dhe ekzekutimin nga Shitesi te kesaj Marreveshje dhe te detyrimeve te parashikuara ne te.
- 4.3 Zbatimi dhe ekzekutimi i kesaj Marreveshje nga Shitesi nuk perben shkelje te ndonje norme, vendimi, urdheri, vendimi gjyqesor, dekreti qe i drejtohet Shitesit, apo qe Shitesi eshte pale, apo qe ka efekt mbi asetet e tij, pjesisht apo teresisht, apo qe rezulton te krijojë ndonje peng apo barre mbi keto asetë, pervec se eshte parashikuar ne kete Marreveshje.
- 4.4 Shitesi nuk jep ndonje garanci tjeter te çfaredo lloji, pervec atyre te percaktuara ketu ne Nenin 4.



NENI 5

DEKLARIME DHE GARANCI TE BLERESIT

- 5.1. Ne daten e nenshkrimimit te kesaj Marreveshje, Bleresi deklaron dhe garanton se nuk ka ansje pengese ligjore apo te cdo lloji tjeter per te lidhur dhe te permbushur kete Marreveshje. Kjo Marreveshje e lidhur rregullisht, perben detyrim te vlefshem per Bleresin te zbatueshem ne perputhje me kushtet e saj.
- 5.2 Bleresi do te paguaje Cmimin e plote te Blerjes ne perputhje me kete Marreveshje.
- 5.3 Bleresi deklaron dhe garanton se me nenshkrimin e kesaj Marreveshje njeh dhe pranon se eshte pajisur nga Shitesi me te gjitha dokumentacion e regjistrimit te Shoqerise, si dhe Bleresi, ne cdo kohe, do te mbaje te pademtuar Shitesin nga, dhe/apo do te demshperbleje Shitesin per, cdo pretendim te cdo lloji te paleve te treta ne lidhje me transferimin e Aksioneve sipas kesaj Marreveshje.

NENI 6

TE NDRYSHME

- 6.1. Njoftimet
Te gjitha njoftimet, kerkesat dhe komunikimet e tjera, te cilat kerkohen ose eshte e nevojshme te jepen sipas kesaj Marreveshje, do te jene me shkrim dhe do te konsiderohen te kryera rregullisht nese dorezohen dhe/ose dergohen me e-mail, ose me poste te parapaguar, ne adresat e meposhtme:

Tek Shitesi:

Stelian Mataj

Adresa: Rr. Nikolla Nishku, Shk.2, Ap. 5, Tirane, Shqiperi

Email: mataj.steljan@gmail.com

Tek Bleresi:

Wang. Zhijian

Adresa: Villa 5 parkways vistas Dubai Hills, Dubai.

Email: allenwang3870@gmail.com

ose ne ndonje adrese tjeter qe njera pale do t'i njoftoje me shkrim pales tjeter.

- 6.2 Marreveshja e plote
Kjo Marreveshje perben marreveshjen e plote midis Paleve dhe mbizoteron mbi te gjitha marreveshjet e meparshme me shkrim ose me goje, si dhe mbi te gjitha komunikimet ndermjet Paleve ne lidhje me ceshtjen objekt i kesaj Marreveshje.
- 6.3 Efekti detyrues. Kjo Marreveshje do te jete e detyrueshme per Palet dhe pasardhesit e tyre, si dhe personave te autorizuar.
- 6.4 Ndashmeria.
Ne rast se ndonje dispozite apo detyrim i kesaj Marreveshje do te jete e pavlefshme, e paligjshme apo e pazbatueshme, palet bien dakort te ndryshoje keto dispozita duke u



perpjekur sa me shume te jete e mundur qe ti bejne ato te vlefshme, dhe nese modifikimi do te jete i pamundur, do te zevendesojne çdo dispozite te pavlefshme ose te pazbatueshme. Vlefshmeria, ligjshmeria dhe zbatueshmeria e dispozitave apo detyrimeve te mbetura te Marreveshjes, nuk do te preket apo cenohet.

6.5 Emertimet dhe titujt.

Emertimet dhe titujt e tjere qe permbahen ne Marreveshje jane vetem per arsye reference dhe nuk kane asnje ndikim ne kuptimin apo interpretimin e termave te kesaj Marreveshje.

6.6 Ligji i zbatueshem

Kjo Marreveshje, si dhe te drejtat e detyrimit qe rrjedhin per Palet nga kjo Marreveshje do te rregullohen, interpretohen dhe zbatohen ne perputhje me legjislacionin Shqiptar.

6.7 Zgjidhja e mosmarreveshjeve

Palet bien dakort qe cdo mosmarreveshje, padi ose proces gjyqesor te cilat do te lindin ne lidhje me zbatimin e kesaj Marreveshje, do te zgjidhet nga gjykata Shqiptare.

6.8 Perveç kur eshte parashikuar ndryshe ne kete Marreveshje, çdo ndryshim i saj mund te kryhet vetem me shkrim dhe te nenshkruhet nga te dyja Palet.

6.9 Gjuha dhe kopjet

Kjo Marreveshje perpilohet ne 4 origjinale ne gjuhen Angleze dhe ate Shqiptare dhe versioni ne gjuhen Angleze do te prevaloje ne rast se mosperputhje midis dy versioneve

Kjo Marreveshje hyn ne fuqi me nenshkrimin e saj nga te dyja palet.

PALET

SHITESI

Stelian Mataj

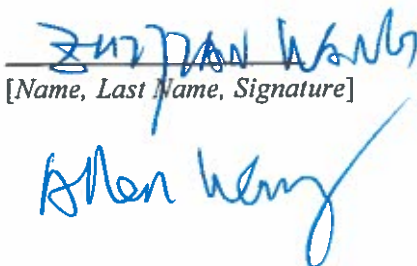


Nenshkruar ne date 12.10.2020



BLERESI

Wang. Zhijian



Nenshkruar ne date 12.10.2020

[Name, Last Name, Signature]

SHARE PURCHASE AGREEMENT

This 12 day of 10, 2020, the following parties entered into this share purchase agreement (hereinafter referred to as "the Agreement"):

- **Mr. Stelian Mataj**, Albanian citizen, born on April 23, 1982, in Cerrik, Albania, holder of passport no. BE3587697, resident at the address: Nikolla Nishku Str., 1000 Tirana, Albania. (hereinafter referred to as the "Seller")

and

- **Mr. Wang. Zhijian**, Chinese citizen, born on September 20, 1981, in Hubei, China, holder of passport no. EE6383076, resident at the address: Villa 5 parkways vistas Dubai Hills, Dubai. (hereinafter referred to as the "Purchaser"),

Each of the above listed entities shall be referred to as a "Party", and collectively they shall be referred to as "Parties".

WHEREAS

- A The Seller is the sole shareholder of the company **Gold Fortune Sh.A.**, a joint stock company registered with the Albanian Commercial Register, with business number (NUIS) M021220360, having its registered office at the address: ABA Business Center, Papa Gjon Pali II Str., Building no. 12, Floor 13, Office no. 1306, Tirana 1010, Albania, which share capital is of Leke 3.500.000 (three million and five hundred thousand Leke), divided into 100 (one hundred) ordinary voting Shares with a nominal value of Leke 35.000 (thirty – five thousand Leke) each, (hereinafter the "Company");
- B The Seller is recorded owner and holder of 100 (one hundred) ordinary voting Shares, with a nominal value of Leke 35.000 (thirty – five thousand Leke) each, constituting in total 100% of the share capital of the Company, which is fully paid -up;
- C The Seller is willing to sell to the Purchaser and the Purchaser is willing to buy from the Seller, namely 30 (thirty) ordinary voting Shares that represent 30% of the share capital of the Company (the "Shares");

NOW THEREFORE, in consideration of the mutual agreements contained herein the Parties agree as follows:

ARTICLE 1

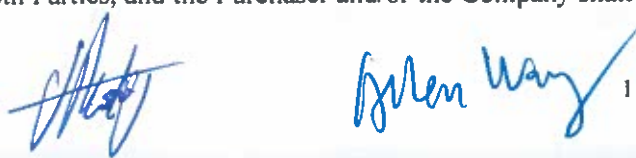
PURCHASE AND SALE OF SHARES

- 1.1 The purpose of this Agreement is the transfer from the Seller to the Purchaser the Shares together with all rights, titles or interests, corresponding respectively to 30% of the share capital of the Company.
- 1.2 After the transfer of the Shares, the Purchaser shall be the owner of 30 (thirty) ordinary voting Shares corresponding to 30% of the share capital of the Company. Upon execution of this Agreement the Seller shall lose any property right, any right on dividend or any such other rights deriving from the ownership over the Shares object of this Agreement.

ARTICLE 2

TRANSFER OF OWNERSHIP OVER THE SHARES

The transfer of ownership over the Shares from the Seller to the Purchaser is effective as of the date of signature of this Agreement by both Parties, and the Purchaser and/or the Company shall



Handwritten signatures of the Seller and Purchaser in blue ink.

reflect such transfer with the Shares Registration Center and/or any other public authority, promptly after execution of this Agreement.

ARTICLE 3

PURCHASE PRICE

- 3.1 The total purchase price of the Shares is Leke 1.050.000 (one million and fifty thousand Leke), which amount is hereinafter referred to as the **"Purchase Price"**.
- 3.2 The Purchaser shall pay to the Seller the Purchase Price, indicated in the point 3.1 herein.
- 3.3 At the signing of this Agreement, the Purchaser shall have transferred to the Seller bank account the Purchase Price in the amount of EUR 8488,5 (eight thousand and four hundred and eighty eight, point five Euro), equivalent to Leke 1.050.000 (one million and fifty thousand Leke), constituting the entire Purchase Price for the 30 (thirty) Shares of the Seller.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE SELLER

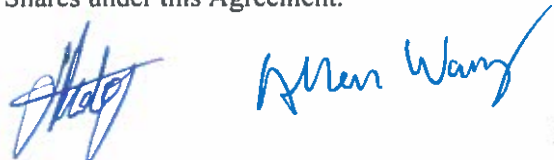
Seller hereby warrants and represents that:

- 4.1 The Seller, (i) have fully subscribed and paid in the Shares; (ii) is not a party to any agreement, creating rights in respect to the Shares; (iii) is the lawful owner of the entire Shares and have full ownership title to, and hold all beneficial interest in, all of the Shares; (iv) the Shares are free and clear of all encumbrances, as at the date hereof and there is no agreement, arrangement or obligation to create or give an encumbrance in relation to any of such Shares.
- 4.2 The Seller have full power and authority to execute and perform this Agreement and unless otherwise provided in this Agreement, no further action is necessary by the Seller to make this Agreement valid and binding upon Seller and enforceable against it, in accordance with the terms hereof, or to carry out the actions contemplated hereby. No consent, waiver, approval, order, permit or authorization of, or declaration or filing with, or notification to, any governmental administrative, judicial or regulatory body, other than those explicitly provided for in this Agreement, is required on the part of Seller in connection with the execution and delivery by it of the Agreement or the performance by Seller of any of their obligations hereunder.
- 4.3 The execution, delivery and performance of this Agreement by the Seller will not constitute a violation of any statute, decision, order, judgment or decree, addressed to the Seller or to which he is a party or by which his assets are bound or affected; or result in the creation of any lien, charge or encumbrance upon its assets, except as stated herein.
- 4.4 The Seller gives no representation or warranty whatsoever, whether express or implied other than those expressly set out in this Clause 4.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

- 5.1 The Purchaser hereby warrants and represents that has no legal or other impediment to enter into and perform this Agreement. This Agreement has been duly executed and constitutes a legal, valid, binding and enforceable obligation of the Purchaser.
- 5.2 The Purchaser shall pay the entire Purchase Price according to this Agreement.
- 5.3 The Purchaser hereby acknowledge and accepts to have received from the Seller all the necessary documents of the Company registration, and that the Purchaser, at all the times, shall keep the Seller harmless from and shall indemnify the Seller for any claim of whatsoever nature of the counterparty in relation to the transfer of Shares under this Agreement.

The block contains two handwritten signatures in blue ink. The signature on the left is stylized and appears to be 'H. H. H.'. The signature on the right is more legible and appears to be 'H. H. H. Wang'.

ARTICLE 6

MISCELLANEOUS

6.1 Notices

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid:

To the Sellers:

Stelian Mataj

Nikolla Nishku Str., Shk.2, Ap. 5, 1000 Tirana, Albania

E-mail: mataj.steljan@gmail.com

To the Purchaser:

Wang. Zhijian

Villa 5 parkways vistas Dubai Hills, Dubai.

Email: allenwang3870@gmail.com

or to such other address as such party shall have specified by notice in writing to the other party.

6.2 Entire Agreement

This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof.

6.3 Binding Effect. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

6.4 Severability

If any provision of this Agreement is held to be invalid, unlawful or unenforceable, it shall be modified to the minimum extent necessary to make it valid, lawful and enforceable, or, if such modification is not possible, such provision shall be stricken from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

6.5 Sections and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

6.6 Governing Law

This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of Albania.

6.7 Settlement of disputes

The Parties agrees that any legal action, suit or proceeding arising out of or relating to this Agreement may be brought in the courts of Albania.

6.8 Except as otherwise provided in this Agreement, any amendment to this Agreement may be performed only in written and should be signed by both Parties.

6.9 Language and copies

This Agreement is executed in 4 originals in English language and Albanian language and the English language shall be the prevailing language in case of conflicts between the two versions.



This Agreement enters in force only after its signature by both Parties.

SELLER

Stelian Mataj

Stelian Mataj
Mataj

Signed on 12 October 2020



PURCHASER

Wang. Zhijian

ZHIJIAN WANG

Signed on 12 October 2020

[Name, Last Name, Signature]

Wang Wang