

REPUBLIKA E SHQIPERISE
DHOMA E NOTEREVE TIRANE
Nr. 321 Rep.
Nr. 62 Kol

KONTRATE SHITBLERJE TE
KUOTES SE KAPITALIT

Sot, me 01 Shkurt 2019 (dymije e nentembdhjete), ditën e Premte, perpara meje Noteres Donika A. Gjini, anetare e Dhomes se Noterise Tirane, me adrese ne Blv.B.Curri, Tirane, u paraqiten palet e meposhtme te cilet nenshkruan kontraten qe vijon:

MARIO CARUGGI, shtetas italian, dtl.01.04.1977, lindur ne Genova, Itali e banues ne Genova, Itali, Via Gianelli 69, 16166, mbajtes i pasaportes italiane YA2094315.

(ketu e me poshte referuar si “**Shites**”)

dhe

Shoqeria INTER-TRADE INVEST SARL, nje shoqeri e se drejtes SE Luksenburgut, me seli ne Rue Glesener., Nr.20, Kodi Postal 1630, Luxenburg, e regjistruar prane Regjistririt te Biznesit me nr.B214903, date 22.05.2017, e perfaqsuar rregullisht nga perfaqsesi ligjor **Z.GIANLUCA CONGIU**, shtetas Italian, lindur ne Genova, Itali me 01/12/1968, mbajtes i pasaportes Italiane me nr. YB4328645.

(ketu e me poshte referuar si “**Bleres**”)

(Shitesi dhe Bleresi ne vijim referuar, bashkarisht dhe vecmas, si “**Palet**”/“**Pale**”).)

MEQENESE:

REPUBLIC OF ALBANIA
CHAMBER OF NOTARIES TIRANA

Filing No. 321

Index No. 62

SHARE PURCHASE
AGREEMENT

Today, on February 01 2019 (two thousand nineteen), Friday, in front of me, the Public Notary Donika A. Gjini, member of the Chamber of Notaries Tirana, legally seated in the address Blv. B.Curri, Tirana, the following parties were present and entered into the following agreement:

MARIO CARUGGI, Italian Citizen, born on 01.04.1977 in Genova, Italy and resident in Via Gianelli 69, 16166, Genova, Italy, holder of Italian passport no. YA2094315.

(hereinafter referred to as “**Seller**”)

and

The company INTER-TRADE INVEST SARL, an Luxembourgian company, legally seated at Rue Glesener, No.20, Postal Code 1630, Luxembourg, registered at Luxembourg Business Register with No. B214903, date 22.05.2017, duly represented by Mr. **GIANLUCA CONGIU**, an Italian citizen, born in Genova Italy, on 01/12/1968, holder of Italian passport no. YB4328645..

(hereinafter referred to as “**Purchaser**”)

(The Seller and Buyer are hereinafter referred to as “**Parties**” and each of them as a “**Party**”).

WHEREAS:

Gianluca Congiu

A. Shitesi është ortak I vetem I Shoqerise "SUNVOLT" shpk, nje shoqeri me pergjegjesi te kufizuar e regjistruar prane Qendres Kombetare te Regjistrimit me NIPT L81708006P, me seli te regjistruar ne adresen Njesia Bashkiake Nr.5, Rruga Emin Duraku, Pallati Binjaket Nr.5, Tirane, Shqiperi ketu e ne vijim "Shoqeria");

B. Kapitali I regjistruar I Shoqerise është 10,000.00 (dhjete mije leke) Leke, I ndare ne 1 (nje) kuote, me vlere nominale prej 10,000.00 (dhjete mije leke) Leke;

C. Shitesi deshiron te shese tek Bleresi dhe Bleresi pranon te bleje te gjithë kuoten, me vlere nominale 10,000.00 (dhjete mije leke) Leke, qe zoterohet nga shitesi dhe korespondojne me 100% (njqind perqind) te Kapitalit te Shoqerise;

D. Organet kompetente te Shoqerise, te Shitesit dhe te Bleresit kane miratuar te gjitha vendimet e nevojshme per miratimin e ketij transaksioni per kuoten.

BAZUAR SA ME SIPER, Palet pranojne te lidhin kete kontrate qe ekzekuton shitjen e Kuotes (ne vijim "Kontrata") si vijon:

Neni 1 Kushtet paraprake

1.1 Kushtet paraprake te mesiperme jane pjese thelbeshore dhe integrale e kesaj kontrate.

Neni 2 Shitja e Kuotes

2.1 Nepermjet kesaj Kontrate, Shitesi I shet dhe I transferon Bleresit I cili, pranon dhe blen, kuoten me nje cmim te barabarte me

A. The seller is sole shareholder of the Albanian company "SUNVOLT" shpk, a limited liability company registered in the National Register Center with NIPT L81708006P, with registered address at Njesia Bashkiake Nr.5, Rruga Emin Duraku, Pallati Binjaket Nr.5, Tirane, Albania (herein and after "Company");

B. The registered capital of the Company is ALL 10,000.00 (ten thousand leke) Albanian Lek divided into 1 (one) share, with nominal value of ALL 10,000.00 (ten thousand leke);

C. The Seller intends to sell to the Buyer and the Buyer accepts to buy all share, with a nominal value 10,000.00 (ten thousand leke), owned by the Seller, corresponding to 100% (one hundred percent) of the registered Capital of the Company;

D. The competent corporate bodies of the Seller, Company and the Buyer have adopted all the necessary resolutions for the approval of this transaction for the Shares.

NOW, THEREFORE the Parties hereto hereby agree to enter into this contract to execute to sell the Share ("the Agreement") as follows:

Article 1 Recital

1.1 All the foregoing recitals hereto, represent and integral and material part of this Agreement.

Article 2 Sell and Purchase of the Share

2.1 Upon this Agreement, the Seller sells and transfer to the Purchaser, which accepts and buys, the Share for a purchase price

10,000.00 (dhjete mije leke) Leke, I cili do te paguhet prane llogarise bankare te Shitesit ose cash ne daten e nenshkrimit te kesaj Kontrate.

Neni 3 Deklarime dhe Garanci

- 3.1 Shitesi deklaron dhe garanton se eshte I vetmi pronar dhe titular I kuotes dhe te drejtave qe rrjedhin prej saj.
- 3.2 Shitesi deklaron dhe garanton se kuotat jane te lira nga cdo peng, privilegj, barre, apo cdo e drejte tjeter ne favor te te treteve.
- 3.3 Me nenshkrimin e kesaj Kontrate dhe ne cfaredo momenti tjeter te metejshe pas lidhjes se saj, Shitesi I garanton bleresit akses – prane selise se Shoqerise – ne origjinalet e librave kontabel te Shoqerise dhe cdo dokumenti tjeter qe aktualisht eshte ne dispozicion/pronesi te Shoqerise, ose qe duhet apo do te jete me pas ne dispozicion/pronesi te saj.
- 3.4 Shitesi deklaron dhe garanton se Shoqeria eshte themeluar dhe operon rregullisht ne perputhje me legjislacionin shqiptar dhe ne baze te ligjit dhe te akteve te Shoqerise dhe k ate drejte te ushtroje aktivitetin e saj ne perputhje me Aktin e Themelimit dhe Statutit qe rregullon funksionimin e saj.
- 3.5 Shitesi deklaron dhe garanton se Shoqeria nuk ka detyrime ndaj paleve te treta deri ne daten e nenshkrimit te kesaj Kontrate. Nese do te rezultojne detyrime te tilla, Shitesi deklaron dhe garanton qe do te jene ne ngarkim te tij dhe do te shlyeje apo rimbursoj Shoqerine per cdo detyrim.
- 3.6 Shitesi deklaron dhe garanton se Shoqeria nuk eshte ne proces falimentimi dhe

equal 10,000.00 (ten thousand leke), to be paid at the Seller's bank account or cash on the signing date of this Agreement.

Article 3 Representations and warranties

- 3.1 The Seller represents and warrants to be the exclusive owner of the Share and all the rights deriving thereof.
- 3.2 The Seller represents and warrants that the Share is free of any pledge, privilege, security charge and any other right granted in favor of third parties.
- 3.3 Upon execution of such Agreement and at any moment hereafter, the Seller guarantees access to the Purchaser – at the registered office of the Company – on the Company accounting books and any other document currently at the disposal and/or owned by the Company or that shall be in the future at the disposal and/or owned by the Company.
- 3.4 The Seller represents and warrants that the Company is duly incorporated and existing under the laws of Republic of Albania and the Company by-laws and has the full right to conduct its business in accordance with the Company Memorandum of Incorporation and Articles of Association that rules on its integral organization.
- 3.5 The Seller represents and warrants that the Company has no liabilities towards any third party up the date of this Contract. If any such liability will result, the Seller represents and warrants that will be on his responsibility and will pay or reimburse the Company for any amount.
- 3.6 The Seller represents and warrants that the Company is not subject to any bankruptcy,

likujdimi te vullnetshem ose jo, apo ne ndonje proces te ngjashem.

Neni 4 Korrespondenca

- 4.1 Te gjitha njoftimet, kerketat apo komunikimet e tjera ndermjet Paleve duhet te behen vetem me shkrim dhe te dergohen prane selise se seciles Pale, si me siper percaktuar.
- 4.2 Te gjitha njoftimet, kerketat apo komunikimet e tjera do te dergohen me ane te letres rekomande me kthim pergjigje ose me faks.
- 4.3 Cdo njoftim, kerkese apo komunikim tjetër do te konsiderohet I marre efektivisht nese ekzistojne kushtet e meposhtme: a) eshte derguar me faks, ne momentin ne te cilin eshte marre faksi; b) nese eshte derguar me leter rekomande, ne daten e dorezimit tek marresi qe do te vertetohet me fleten e kthimit.

Neni 5 Shpenzime dhe taksa

- 5.1 Shpenzimet ligjore si dhe cdo shpenzim tjetër qe lidhet me Kontraten apo shpenzimet per veprime te tjera te perfshira ne te, do te jene ne ngarkim te Bleresit. Ne cdo rast, do te jene ne ngarkim te Bleresit taksat e pullave dhe shpenzimet noteriale per lidhjen e Kontrates.

Neni 6 Zgjidhja e Mosmarreveshjeve

- 6.1 Palet angazhohen te zgjidhin me mirekuptim cdo mosmarreveshje qe lidhet me interpretimin dhe/ose ekzekutimin e kesaj Kontrate. Nese nje gje e tille nuk eshte me e mundur, mosmarreveshja do te

insolvency or similar proceedings in the Republic of Albania.

Article 4 Notices

- 4.1 All the notices, requests or other communications between the Parties shall be in writing and delivered at the registered office on each Party indicated in the headings.
- 4.2 All the notices, requests or other communications shall be posted by registered mail or sent by facsimile transmission.
- 4.3 Each notice, request or communication will be effective upon the following conditions: a) if given by fax, when such fax is actually received; b) if given by registered mail, on the date of delivery certified on the return card.

Article 5 Expenses and Taxes

- 5.1 All legal and other expenses incurred in connection to the Agreement and the contemplated transaction in it will be paid by Purchaser. However, in any case the Purchaser will bear notaries fees and duties payable in connection with the execution of this Agreement.

Article 6 Dispute Resolution

- 6.1 The Parties undertake to settle by mutual agreement any dispute related to the interpretation and/or execution of this Agreement. If such dispute cannot be settle by the Parties themselves, it will be

zgjidhjet ekskluzivisht nga Gjykata e Rrethit Gjyqesor Tirane.

Neni 7
E drejta e zbatueshme

7.1 Kjo Kontrate dhe te drejtat e detyrimet e Paleve do te disiplinohen, interpretohen dhe ekzekutohen ne baze te se drejtes shqiptare.

Neni 8
Vlefshmeria – Origjinalet

8.1 Kjo Kontrate behet e vlefshme me nenshkrimet e saj nga Palet. Kjo Kontrate hartohet ne 4 (kater) kopje origjinale ne gjuhen shqipe dhe anglisht, te gjitha te nenshkruara nga Palet.

Une, Noteri, pasi ua lexova me ze te larte kete Kontrate Paleve te pranishme dhe verifikova tagrat dhe informacionin e nevojshem nga Regjistri I Barreve Siguruese dhe Qendra Kombetare e Regjistrimit ne zbatim te ligjit shqiptar, u binda se Palet e gjejne ate ne perputhje me vullnetin e tyre dhe e nenshkruajne Kontraten, me vullnet te plote e te lire, dhe une e vertetoj nenshkrimin e tyre sips ligjit shqiptar.

SHITES/SELLER

Mario CARUGGI

exclusively and finally resolved by the District Court of Tirana.

Article 7
Governing Law

7.1 This Agreement and the rights and obligations of the Parties will be governed by, construed with enforced in accordance with Albanian Law.

Article 8
Validity and Originals

8.1 This Agreement enters in force upon its execution by the Parties. This Agreement is executed in 4 (four) originals, in each Albanian and English, all signed by the Parties.

I, the Public Notary after reading this Agreement to the Parties hereto and verifying, among others, their powers and the information from the Security Charges Register and National Commercial Register in conformity with the Albanian Law, am convinced that the Parties find the Agreement in conformity with their will and thereafter sign it, by their full and free will, and I certify their signatures in conformity with the Albanian Law.

BLERES/PURCHASER

INTER-TRADE INVEST SARL

Perfaqsuar nga/Represented by

GIANLUCA CONGIU

NOTERE PUBLIKE/PUBLIC NOTARY

DONIKA GJINI

