

KONTRATE SHITBLERJE TE
KUOTES SE KAPITALIT

Sot, me 14/01 2022 (dymije e njezet e dy),
diten e premtje, palet e meposhtme nenshkruan
kontraten qe vijon:

Z. Maurice Anthony Quinn, shtetas anglez,
lindur me 21.04.1973 ne Coventry, Angli, mbajtes
i leternjofimit nr. personal 558537517.

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

Z. Tomor Kalaja, shtetas shqiptar, dtl.25.04.1967,
lindur ne Tirane, Shqiperi, mbajtes i pasaportes
shqiptare G70425177I.

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

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

MEQENESE:

- A. Shitesi eshte ortak I vetem I Shoqerise “Q
CONSULTANCY SERVICE” shpk, nje shoqeri
me pergjegjesi te kufizuar e regjistruar prane
Qendres Kombetare te Regjistrimit me NIPT
M01504008V, 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 eshte
100,000.00 (nje qind mije leke) Leke, I ndare ne
1 (nje) kuote, me vlere nominale prej
100,000.00 (nje qind mije leke) Leke;
- C. Shitesi deshiron te shese tek Bleresit dhe
Bleresit pranojne te bleje 100% te kuotave te
shoqerise, me vlere nominale 100,000.00 (nje
qind mije leke) Leke, qe zoterohet nga shitesi.
- D. Organet kompetente te Shoqerise se Shitesit dhe
Bleresit kane miratuar te gjitha vendimet e
nevojshme per miratimin e ketij transaksioni per
kuoten.

SHARE PURCHASE
AGREEMENT

Today, on 14/01 2022 (two thousand twenty
two), Friday, the following parties entered
into the following agreement:

Mr. Maurice Anthony Quinn, an England citizen,
born on 21.04.1973, in Coventry, England holder
of ID with personal no. 558537517.

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

Mr. Tomor Kalaja, an Albanian citizen, born on
25.04.1967, in Tirana, Albania, holder of ID with
personal no. G70425177I.

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

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

WHEREAS:

- A. The seller is sole shareholder of the Albanian
company “Q CONSULTANCY SERVICE”
shpk, a limited liability company registered in
the National Register Center with NIPT
M01504008V, 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
100,000.00 (one hundred thousand ALL)
Albanian Lek divided into 1 (one) share, with
nominal value of ALL 100,000.00 (one hundred
thousand ALL);
- C. The Seller intends to sell to the Buyer and the
Buyer accepts to buy all share, with a nominal
value 100,000.00 (one hundred thousand ALL),
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.

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 thelbesore dhe integrale e kesaj kontrate.

Neni 2

Shitja e Kuotes

- 2.1 Nepermjet kesaj Kontrate, Shitesi I shet dhe I transferon Bleresit Z. Tomor Kalaja I cili, pranon dhe blen, kuoten me nje cmim te barabarte me 100,000.00 (nje qind mije) Leke, i cili eshte paguar cash ne daten e nenshkrimt te kesaj Kontrate.

Shitesi I shet dhe I transferon Bleresit Z. Tomor Kalaja I cili, pranon dhe blen, kuoten me nje cmim te barabarte me 100,000.00 (nje qind mije) Leke, i cili eshte paguar cash ne daten e nenshkrimt te kesaj Kontrate.

Neni 3

Deklarime dhe Garanci

- 3.1 Shitesi deklarom dhe garantom se eshte I vetmi pronar dhe titular I kuotes dhe te drejtave qe rrjedhin prej saj.
- 3.2 Shitesi deklarom dhe garantom 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 garantom 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 deklarom dhe garantom se Shoqeria eshte themeluar dhe operon rregullisht ne perputhje me legjislacionin shqiptar dhe ne baze te ligjit dhe te akteve te Shoqerise dhe ka te drejte te ushtroje aktivitetin e saj ne perputhje me Aktin e Themelimit dhe Statutit qe rregullon funksionimin e saj.
- 3.5 Shitesi deklarom dhe garantom se Shoqeria nuk ka detyrime ndaj paleve te treta deri ne daten e

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 equal 100,000.00 (one hundred thousand) ALL, already paid 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

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nenshkrimet te kesaj Kontrate. Nese do te rezultojne detyrime te tilla, Shitesi deklarom dhe garantom qe do te jene ne ngarkim te tij dhe do te shlyeje apo rimbursoje Shoqerine per cdo detyrim.

- 3.6 Shitesi deklarom dhe garantom se Shoqeria nuk eshte ne proces falimentimi dhe likujdimi te vullnetshem ose jo, apo ne ndonje proces te ngjashem.

Neni 4 Korrespondenca

- 4.1 Te gjitha njoftimet, kerkesat 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, kerkesat 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.

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 zgjidhjet ekskluzivisht nga Gjykata e Rrethit Gjyqesor Tirane.

Neni 7 E drejta e zbatueshme

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

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, 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.

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 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

Neni 8
Vlefshmeria – Origjinalet

8.1 Kjo Kontrate behet e vlefshme me nenshkrimet e saj nga Palet. Kjo Kontrate hartohet ne 3 (tre) kopje origjinale ne gjuhen shqipe dhe anglisht, te gjitha te nenshkruara nga Palet.

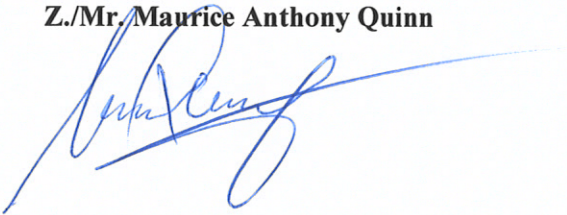
with enforced in accordance with Albanian Law.

Article 8
Validity and Originals

8.1 This Agreement enters in force upon its execution by the Parties. This Agreement is executed in 3 (three) originals, in each Albanian and English, all signed by the Parties.

SHITES/SELLER

Z./Mr. Maurice Anthony Quinn



BLERES/PURCHASER

Z./Mr. Tomor Kalaja

