

**KONTRATE SHITBLERJE TE**  
**KUOTES SE KAPITALIT**

Sot, me 28/12/ 2021 (dymije e njezet e nje),  
diten e Palet e meposhtme nenshkruan  
kontraten qe vijon:

**Z. Gezim Maloku**, shtetas shqiptar, atesia Beqir,  
lindur me 19.11.1969 ne Luz, Durres, mbajtes i  
leternjofimit nr. personal G91119033W..

(ketu e me poshte referuar si "Shites")  
dhe

**Z. 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 YB7367318.

**Z. Fabrizio Icardi**, shtetas italian, dtl 26.04.1966,  
lindur ne Genova, Itali e banues ne Genova, Itali,  
Via Gianelli 69, 16166, mbajtes i pasaportes  
italiane YB7365547.

(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  
"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 eshte 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 Bleresit dhe  
Bleresit pranojne te bleje 98% ose 2 kuota te  
shoqerise, me vlere nominale 9,800.00 (nente  
mije e teteqind leke) Leke, qe zoterohet nga  
shitesi dhe konkretisht:  
49% ose 1 kuote e blen Z. Mario Caruggi.  
Dhe  
49% ose 1 kuote e blen Z. Fabrizio Icardi.

**SHARE PURCHASE**  
**AGREEMENT**

Today, on 28/12/ 2021 (two thousand twenty  
one), Tuesday, the following parties entered  
into the following agreement:

**Mr. Gezim Maloku**, an Albanian citizen, born on  
19.11.1969, in Luz, Durres, holder of ID with  
personal no. G91119033W.

(hereinafter referred to as "Seller")  
and

**Mr. Mario Caruggi**, an Italian citizen, born on  
01.04.1977, in Genova, Italia, holder of ID with  
personal no. YB7367318.

**Mr. Fabrizio Icardi**, an Italian citizen, born on  
26.04.1966, in Genova, Italia, holder of ID with  
personal no YB7365547.

(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 "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 98% or 2 share, with a  
nominal value 9,800.00 (nine thousand and  
eight hundred leke), owned by the Seller, and  
concretely:  
49% or 1 share are bought by Mr. Mario Caruggi.  
And  
49% or 1 share are bought by Mr. Fabrizio Icardi.

D. Organet kompetente te Shoqerise se Shitesit dhe 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 shlyjen e Kuotes (ne vijim "Kontrata") si vijon:**

#### **Neni 1**

##### **Kushtet paraprake**

1.1 Kushtet paraprake te mesiperme jane pjese thelbesore dhe intagrale e kesaj kontrate.

#### **Neni 2**

##### **Shitja e Kuotes**

2.1 Nepermjet kesaj Kontrate, Shitesi I shet dhe I transferon Bleresit Z.Mario Caruggi I cili, pranon dhe blen, kuoten me nje cmim te barabarte me 4,900.00 (kater mije e nenteqind leke) Leke, i cili eshte paguar cash ne daten e nenshkrimimit te kesaj Kontrate.

Shitesi I shet dhe I transferon Bleresit Z. Fabrizio Icardi I cili, pranon dhe blen, kuoten me nje cmim te barabarte me 4,900.00 (kater mije e nenteqind leke) Leke, i cili eshte paguar cash ne daten e nenshkrimimit 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 metejshem 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

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 Mr. Mario Caruggi , which accepts and buys, the Share for a purchase price equal 4,900.00 (four thousand and nine hundred lek), already paid cash on the signing date of this Agreement.

The Seller sells and transfers to the Purchaser Mr. Fabrizio Icardi who, accepts and buys, the Share at a price equal to 4,900.00 (four thousand nine hundred ALL) Lek, which was paid in cash on the date of signing this Contract.

#### **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

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 rimbursoje Shoqerine per cdo detyrim.
- 3.6 Shitesi deklaron dhe garanton se Shoqeria nuk eshte ne proces falimentimi dhe likuidimi 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 efektivist 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 Mosmarveshjeve**

- 6.1 Palet angazhohen te zgjidhin me mirekuptim cdo mosmarveshje qe lidhet me interpretimin dhe/ose ekzekutimin e kesaj Kontrate. Nese nje gje e tille nuk eshte me e mundur, mosmarveshja do te zgjidhjet ekskluzivisht nga Gjykata e Rrethit Gjyqesor Tirane.

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, 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.

**Neni 7**

**E drejta e zbatueshme**

7.1 Kjo Kontrate dhe te drejta 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 3 (tre) kopje origjinale ne gjuhen shqipe dhe anglisht, te gjitha te nenshkruara nga Palet.

**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 3 (three) originals, in each Albanian and English, all signed by the Parties.

**SHITES/SELLER**

**Z./Mr. Gezim MALOKU**

**BLERES/PURCHASER**

**Z./Mr. Mario Caruggi**

MARIO CARUGGI

**Z./Mr. Fabrizio Icardi**

FABRIZIO ICARDI