

KONTRATE NENSHKRIMI KUOTASH

ndermjet

SPORT VISION d.o.o.

dhe

IN SPORT sh.p.k.

dhe

Z.. EDMOND GJYLI

(si Ortak i Vetem)

Date 20 Prill 2017

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Kjo Kontrate Nenshkrimi Kuotash (kjo "**Kontrate**") lidhet sot me date 20 Prill , 2017 nga dhe ndermjet SPORT VISION d.o.o., nje shoqeri e regjistruar ne Bosnje dhe Herzegovine me numer regjistrimi 4401843920003 dhe seli ne adresen Pantelinska 79A, PC Robot, Bijeljina, Bosnje dhe Herzegovine, perfaqesuar nga Rastko Novakovic, Drejtor i Sport Vision Ltd, lindur me 2 Dhjetor 1983 ne Bijljina, Bosnje dhe Herzegovine me numer personar nr. 021298331808665, mbajtes i leternjoftimit nr. 7T0K00554 (referuar me poshte si "**Nenshkruesi**"), Z. EDMOND GJYLI, nje shetas shqiptar me nr. leternjoftimi 028205979 (referuar me poshte si "**Ortaku**"), dhe IN SPORT sh.p.k., nje shoqeri me pergjegjesi te kufizuar me nr. regjistrimi NIPT L12218013F (referuar me poshte si "**Shoqeria**") (secili prej Nenshkruesit, Ortakut dhe Shoqerise referuar me poshte si "**Pala**" dhe se bashku si "**Palet**").

KU, Shoqeria eshte formuar si nje shoqeri me pergjegjesi te kufizuar ne perputhje me ligjet ne Republikën e Shqiperise, ne daten 10 Nentor 2011, nepermjet depozitimit te statutit te saj ne Qendren Kombetare te Regjistrimit;

KU, Ortaku eshte per momentin zoteruesi i vetem i cdo dhe te gjithë interesave mbi kapitalin e Shoqerise;

KU, Nenshkruesi deshiron te nenshkuaje dhe Shoqeria deshiron te leshoje ne favor te Nenshkruesit nje pjese ne kapitalin e Shoqerise ne formen e nje kuote te Shoqerise qe perfaqeson 60% te kapitalit te Shoqerise (ky transaksion do referohet me poshte si "**Nenshkrim Kuotash**", dhe pjese e kapitalit te leshuar si "**Kuota**");

KU, ne lidhje me Nenshkrimin e Kuotave, Ortaku ka ndemarre te gjitha veprimet e nevojshme lidhur me shoqerine, ne menyre qe te filloje dhe perfundoje nje zmadhim kapitali me ane te konvertimit ne kapital te fitimeve te mbledhura te Ortakut per vitin fiskal 2016, sipas kushteve te percaktuara ne Vendimin e Ortakut, bashkelidhur ketu si Aneks A (referuar me poshte si "**Zmadhimi i Kapitalit**")

KU, ne lidhje me Nenshkrimin e Kuotave, Ortaku ka ndemarre te gjitha veprimet lidhur me Shoqerine qe jane te nevojshme per leshimin e nje Kuote pas Zmadhimit te Kapitalit (ky vendim i Ortakut i bashkangjitet kesaj Kontrate si Aneks A);

KU, ne lidhje me kete Nenshkrim Kuotash, Ortaku ka hequr dore nga e drejta e tij e parablerjes mbi kete Kuote (kjo heqje dore eshte perfshire si pjese e vendimit te Ortakut paraqitur ne Aneksin A);

KU, ne lidhje me kete Nenshkrim Kuotash dhe njekohesisht me kete Kontrate, Ortaku dhe Nenshkruesi kane hyre ne nje Kontrate Ortakesh sipas formes te paraqitur ne Aneksin B;

SA ME SIPER, dhe duke marre parasysh kushtet e permendura me siper, premtimet e perbashketa te perfshira ketu, qe do te jene te detyrueshme ligjerisht per Palet, te lidhura ne mirebesim mes Paleve, marja dhe pershtatshmeria e te cilave pranohet e njihet ketu nga Palet, Palet bien dakort si me poshte vijon:

NENI 1. PREAMBUL, PERKUFIZIME DHE INTERPRETIME

Seksioni 1.01 Preambul.

Te gjitha kushtet paraprake te sipercituara qe jane te perfshira ne Preambul, do te perbejne pjese te kesaj Kontrate.

Seksioni 1.02 Perkufizime.

“**Veprim**” do te nenkuptoje cdo padi, veprim, shkak per veprim apo padi (ne kontrate, me faj, etj) hetim, procedim ose investigim nga dhe perpara cdo Autoriteti Shteteror.

“**Shoqeri te Lidhura**” te cdo Personi do te nenkuptoje cdo Person tjetër qe ne menyre te drejtperdrejte apo terthorazi, Kontrollon, eshte nen Kontroll apo eshte i Kontrolluar nga ai Person.

“**Kontrata**” do te kete kuptimin e dhene asaj ne Preambul.

“**Dokumentat e Lidhur**” do te nenkuptoje Marreveshjen e Ortakeve.

“**Legjislacioni i Zbatueshem**” do te nenkuptoje, por, pa u kufizuar ne Ligjin nr 7850, date 29.07.1994 “Kodi Civil i Republikes se Shqiperise”, i ndryshuar, Ligji nr 9901, date 14.04.2008 “Per Tregtaret dhe Shoqerite Tregtare”, i ndryshuar, Ligji nr 131/2015, date 26.11.2015 “Mbi Qendren Kombetare te Biznesit”, i ndryshuar, si dhe cdo akt tjetër i ndonje Autoriteti Shteteor duke perfshire ligje, akte nenligjore, urdhera, dekrete, rregullore, licensa, autorizime apo cdo miratim tjetër te nje Autoriteti Shteteor qe ka juridiksion dhe autoritetin e duhur mbi Palet, sic mund te ndryshoje kohe pas kohe.

“**Pasqyra Financiare**” do te nenkuptoje pasqyren financiare te marre nga Shoqeria ne date 31 Dhjetor 2016.

“**Biznes**” do te nenkuptoje importin, eksportin, shpermdarjen dhe shitjen e mallrave sportive (shitje me pakice e shumice) ne Republiken e Shqiperise.

“**Dite Pune**” do te nenkuptoje cdo dite ne te cilen Banka e Shqiperise eshte e hapur per kryejen e transaksioneve te biznesit.

“**Akte nenligjore**” do te nenkuptoje aktet nenligjore te Shoqerise sikunder mund te ndryshohen kohe pas kohe ne efektet e tyre.

“**Mbyllja**” do te kete kuptimin e dhene asaj ne Nenin 2.03 te kesaj Kontrate.

“**Data e Mbylljes**” do te nenkuptoje daten kur do te kete ndodhur sa me poshte vijon: (i) Zmadhimi i Kapitalit te jete regjistruar me Qendren Kombetare te Bisnesit (ii) pagesa per Kuoten dhe Primin mbi Kuoten te jete kryer dhe (ii) Shoqeria te kete regjistruar prane Qendres Kombetare te Bisnesit,



Vendimin e Ortakut per leshimin e Kuotes ne perputhje me nenin 169 te Ligjit nr. 9901, date 14.04.2008 "Per tregtaret dhe Shoqerite Tregtare", i ndryshuar.

"Kontroll" do te nenkuptoje per cdo Person kompetencen per te shkaktuar drejtimin e menaxhimit dhe politikave te ketij Personi, qofte kjo nepermjet zoterimit te te drejtes se votes, marre nepermjet Kontrates ose ne menyra te tjera. Termi "I Kontrolluar" do te kete te njetin kuptim.

"Borxh" do te nenkuptoje te gjitha detyrime materiale te nje Personi (i) per para te marra hua; (ii) te evidentuara ne kambiale, leter kreditim borxhi, instrumenta te ngjashme te pageses se borxhit (iii) garanci te detyrimeve te te njetes natyre si ato te pershkuara ne (i) dhe (ii) me lart per cdo Person tjetet.

"Autoritet Shtetor" do te nenkuptoje : (i) Qeverine e Republikes se Shqiperise, cdo ministri, department apo nenndarje tjetet; dhe (ii) cdo Person tjetet, agjensi apo autoritet nen kontrollin direkt apo indirekt te Republikes se Shqiperise, qe ka juridiksion mbi Palet sipas Legjislacionit te Zbatueshem.

"Pala Zhdemtuese" do te kete kuptimin e percaktuar ne Nenin 7.01 te kesaj Kontrate.

"Pale e Zhdemtuar" do te kete kuptimin e percaktuar ne Nenin 7.01 te kesaj Kontrate.

"Pronesi Intelektuale" nenkupton cdo patente (perfshire ketu cdo rilesim, ndarje, vazhdim apo zgjatje afati), aplikim per regjistrim patente, te drejte qe buron nga patenta, marka tregtare, regjistrimi i markes tregtare, aplikimi i markes tregtare, markes se sherbimit, emrit tregtar, emrit te biznesit, emrit te markes, te drejtes se autorit, regjistrimit te se drejtes se autorit, disenjos industriale, regjistrimit te disenjos industriale apo ndonje prej te drejtave te sipercituara.

"Kontrata Materiale" do te kete kuptimin e dhene kesaj fjale ne Listen e Due Diligences paraprake qe i eshte derguar Shoqerise, perfshire ketu si Aneks C.

"Barre" nenkupton hipoteken, pengun, privilegji, hipotekimi, barra siguruese e cdo lloji, ose interesi i cdo lloji.

"Marreveshje Licensimi" do te nenkuptoje marreveshjen e licensimit qe do te lidhet, midis Shoqerise dhe Nenshkruesit per perdorimin e te drejtave te pronesis se Intelektuale te Sport Vision, brenda nje afati te arsyeshem pas Dates se Mbylljes.

"Humbjet" nenkuptojne cdo dhe te gjitha humbjet, demtimet, mangesite, shperblimet, vleresimet, , shumat e paguara gjate zgjidhjeve te konflikteve me mirekuptim, gjykimve, gjobat, kostot dhe sanksionet, dhe shpenzimet (duke perfshire por pa u kufizuar ne shpenzimet dhe kostot ligjore, te hetimit, deri ne masen e nevojshme).

"Qendra Kombetare e Biznesit" nenkupton autoritetin administrativ te themeluar ne perputhje me Ligjin Nr. 131/2015, date 26.11.2015 "Qendren Kombetare te Biznesit".

"Pale" ose **"Palet"** do te kete kuptimin e dhene ne Preambul.

"Leje" do te kete kuptimin e dhene ne Seksionin 3.12.



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“**Person**” do te nenkuptoje cdo individ, partneritet, korporate, shoqeri me pergjegjesi te kufizuar, shoqate, trust, joint venture, organizate e pathemeluar apo cdo entitet tjeter perfshire ketu cdo Autoritet Shteror.

“**Procedim**” do te kete kuptimin e dhene kesaj fjale ne Seksionin 3.12.

“**Kuota**” do te kete kuptimin e dhene kesaj fjale ne Preambul.

“**Pasuri e marre me Qira**” do te kete kuptimin e dhene kesaj fjale ne Seksionin 3.06.

“**Ortak**” do te kete kuptimin e dhene ne Preambul.

“**Marreveshje Ortakesh**” do te nenkuptoje marreveshjen e ortakeve te lidhur ne daten ketu midis Z. Gjyli dhe Nenshkruesit.

“**Primi i Kuotes**” do te nenkuptoje diferencen midis vleres nominale te Kuotes se leshuar rishtazi 115.639.500 Leke (njqind e pesembedhete milion e gjateqind e tridhete e nente mije e pese qind), e barabarte me with 855.321,74 Euro dhe kontributit total prej EUR 1.027.000 (nje milion e njetzet e shtatemije Euro), qe Nenshkruesi do te paguaje si kontributin e tij ne pjesemarjten e kapitalit te regjistruar te Shoqerise, ne perputhje me kushtet dhe afatet e percaktuara ne kete Kontrate. Ne daten e kesaj Kontrate Primi i Kuotes eshte 171.679,26 Euro.

“**Nenshkruesi**” do te kete kuptimin e dhene ne Preambul.

“**Tatimet**” ose “**Taksat**” do te nenkuptojne tatimet, taksat dhe detyrimete tjera te cdo lloji te vendosura nga Shteti te pagueshme prane cdo autoriteti tatimor vendas apo te huaj, si dhe interesat dhe sanksionet e vena ne lidhje me to; dhe “**Kthim i Tatimeve**” do te nenkuptoje kthime, raporte, pasqyra informative lidhur me Tatimet, qe kerkohet te dorezohet prane autoriteteve tatimore vendase ose te huaja.

Seksioni 1.03 Interpretime.

(a) Emertimet e neneve ne kete Kontrate jane vetem per lehtesi referimi dhe nuk do te merren parasysh gjate interpretimit te kesaj Kontrate.

(b) Ne kete Kontrate, fjalet qe i referohen nje gjinie perfshijne edhe gjinine tjeter, fjalet qe tregojne person/individin do te perfshijne organet e Shoqerive dhe Shoqerite, dhe fjalet ne njejes do te perfshijne edhe shumetin dhe e kunderta.

(c) Shtojcat, Anekset, dhe Bashkelidhjet e kesaj Kontrate perbejne pjese integrale te kesaj Kontrate dhe do te kene te njejten fuqi ligjore si pjesa tjeter e Kontrates, dhe cdo reference ne kete Kontrate perfshin shtojcat dhe anekset.

(d) Kur nje numer ditesi referohet ne kete Kontrate, ky numer do te llogaritet pa perfshire ditet e pare dhe duke perfshire ditet e fundit, pervec rastit kur dita e fundit nuk eshte Dite Pune atehere do te quhet dite e fundit dita e punes pasardhese.

(e) Cdo reference lidhur me oren ne kete Kontrate i referohet ores lokale te Shqiperise.



(f) Regulli *Contra proferentem*, d.m.th regulli qe dispozitat e Kontrates do te interpretohen kunder pales qe e ka draftuar ate Kontrate, nuk do te zbatohen pergjate interpretimit te kesaj Kontrate.

(g) Pervese kur permendet ndryshe ne kete Kontrate, cdo reference tek ndonje legjislacion do te nenkuptohet sikur perfshin cdo ndryshim, zevendesim, apo rivenien ne fuqi dhe te perfshije cdo akt nenligjor, rregullore, urdher, njoftim, direktive, pelqim apo leje te dala per kete qellim apo cdo kusht qe i bashkelidhet dhe qe ka fuqi ligjore.

(h) Nje dokument i referohet atij dokumenti sic mund te jete shtuar apo ndryshuar kohe pas kohe, ne perputhje me kete Kontrate.

NENI II. BLERJA DHE SHITJA E PJESEVE TE KAPITALIT.

Seksioni 2.01 Nenshkrimi

Ne perputhje me dispozitat dhe kushtet e kesaj Kontrate, ne Daten e Mbylljes (sic percaktohet ketu), Nenshkruesi bie dakord te nenshkruaje per Kuoten e Shoqerise, dhe Shoqeria ketu bie dakord te leshoje ne favor te Nenshkruesit, nje kuote te Shoqerise qe perfaqeson 60% te kapitalit te Shoqerise, ne baze te vleresimit te pranuar nga Shoqeria, te dates 31 Dhejtor 2016.

Seksioni 2.02 Vlera dhe Pagesa e Cmimit te Blerjes .

(a) ne lidhje me Kuoten dhe Primin e Kuotes, Sport Vision bie dakord t'i paguaje Shoqerise [1, 027,000 (nje milion e njezet e shtatemije) Euro me kalim te menjehershem te pageses ne llogarine e Shoqerise te listuar me poshte:

Ne Euro: AL56 2051 1519 5216 89CL PRCF EURP
Ne Leke: AL19 2051 1519 5216 89CL PRCL ALLO

Banka Kombtare Tregtare

(b) Palet bien dakord dhe pranojne qe shuma e sipercituar do te jete shuma totale dhe kontributi maksimal ne para qe Nenshkruesi do te paguaje per kete Kuote dhe Primin e Kuotes dhe Shoqeria garanton qe Nenshkruesi nuk do te paguaje asnje shume tjeter.

Seksioni 2.03 Mbyllja.

Ne baze te kushteve e termave te permenduar ne kete Kontrate, kjo Kontrate dhe Nenshkrimi I Kuotave i permendur ketu ("**Mbyllja**") do te hyjne ne fuqi ne Diten e Mbylljes .

NENI III. PERFAQESIME DHE GARANCI NE LIDHJE ME SHOQERINE

Shoqeria dhe Ortaku se bashku dhe vecmas, perfaqesojne dhe garantojne Nenshkruesin qe deri ne daten e sotme dhe ne Daten e Mbylljes si me poshte :

Seksioni 3.01 Organizimi i duhur, Autorizimi dhe Statusi Aktiv I Shoqerise

Shoqeria eshte e organizuar ne menyren e duhur, ekziston ne menyre te ligjshme sipas Legjislacionit te Zbatueshem. Shoqeria ka fuqi te plote dhe autoritet te kryeje Biznesin e saj, te zoteroje dhe perdore pronat ne zoterim e te perdorura prej saj si dhe te permbushet detyrimet e saj sipas kesaj Kontrate.

Seksioni 3.02 Autoriteti ne lidhje me kete Kontrate.

Shoqeria ka fuqine dhe autoritetin e nevojshem per te lidhur, nenshkruar dhe zbatuar kete Kontrate si dhe zbatuar te gjitha transaksionet e parashikuara ketu. Nenshkrimi dhe hyrja ne fuqi e kesaj Kontrate nga Shoqeria dhe zbatimimi nga Shoqeria e transaksioneve te permendura ketu, jane autorizuar ne menyre te vlefshme nga te gjitha veprimet dhe hallkat korporative te Shoqerise(), dhe asnje procedure nga ana e Shoqerise nuk eshte me e nevojshme te ndermerret per te autorizuar kete Kontrate apo per te zbatuar transaksionet e permenduar ketu. Kjo Kontrate eshte nenshkruar ne menyre te vlefshme nga Shoqeria dhe perben nje Kontrate te vlefshme dhe detyruese per Shoqerine , te zbatueshme kundrejt Shoqerise ne perputhje me keto dispozita.

Seksioni 3.03 Kapitalizimi.

Te gjitha kuotat e leshuara te Shoqerise jane te autorizuar dhe te leshuara ne menyren e duhur dhe te vlefshme dhe te paguara plotesisht(pervec Kuotes e cila nuk eshte paguar ende). Pervec Kuotes dhe kuotes te zoteruar nga Ortaku, nuk ka ndonje capital apo kuote tjeter te leshuar, te rezervuar per leshim. Nuk ka asnje garanci, te drejte, opsion, privilegj te konvertueshem apo detyrim kontraktual qe te detyroje Shoqerine qe te ofroje, leshoje, bleje ose kerkoje ndonje pjese te kapitalit apo Borxh apo tituj te tjere te konvertueshem apo te kembyeshme ne pjese kapitali te Shoqerise (tani, ne te ardhmen apo me ndodhjen e ndonje ngjarjeje)

Seksioni 3.04 Asnje Shkelje ose Miratim.

(a) nenshkrimi dhe zbatimimi I kesaj Kontrate dhe permbushja e transaksioneve te pershkruara ketu nuk do te passjelle shkeljen ose mospermbushjen sipas statutit te Shoqerise apo te ndonje marreveshje materiale ne te cilen Shoqeria eshte Pale ose nepermjet te ciles ndonje prej pronave te saj jane te barresuara, nen detyrim kujdestarie ose ndonje urdher, gjykim, dekret, rregull ose rregullore te ndonje gjykate ose ndonje Autoriteti Shteteror apo ndonje organi qe ka juridiksionin mbi Shoqerine apo pronat e saj. Nuk eshte lene pa marre ose kryer nga Shoqeria ne lidhje me nenshkrimin dhe zbatimin e kesaj Kontrate dhe permbushjen e transaksioneve te permendura ketu, asnje pelqim, miratim, urdher apo autorizim, ose negocim, deklarim, depozitim me ndonje Autoritet Shteteror apo entitet ose ndonje pale tjeter qe mund te kerkohet .

(b) Nuk ka asnje Veprim te lene pezull kundrejt , apo qe ndikon, kercenon Shoqerine ose ndonje prej aseteteve te saj perpara ndonje gjykate apo arbitri ose organi qeveritar, agjenti ose zyrtari qe ne nje menyre apo nje tjeter cenon ose kerkon te pengoje, ndryshoje ose vonoje materialisht ndonje nga transaksionet e rena dakord ne kete Kontrate.

Seksioni 3.05 Pasqyrat Financiare.

(a) Pasqyrat financiare te Shoqerise per fundin e vitit 31 Dhjetor 2016, 2015 dhe 2014 sikunder I jane paraqitur Nenshkruarit dhe keshilltareve te tij, jane te verteta dhe korrekte dhe paraqesin ne menyre te

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drejte, ne cdo aspekt material, pozicionin financiar te Shoqerise dhe rezultatet e aktiviteteve te saj deri ne datat dhe periudhat e specifikuara ne to ne perputhje me standartet Shqiptare te parimeve te kontabilitetit.

(b) Shoqeria nuk ka ndonje pergjegjesi apo detyrim te cfaredolloj natyre (qofte kjo e akumuluar, absolute, te kushtezuar, te papranuar, etj) te nje natyre te kerkuar nga standartet Shqiptare te Parimeve te kontabilitetit per t'u reflektuar ne pasqyrat financiare te Shoqerise, pervec: (i) sic eshte bere e ditur, reflektuar apo shenuar ne rezervat qe jane paraqitur ne pasqyrat financiare te Shoqerise (ii) ceshtjeve te paraqitura ne Shtojcen 3.05, ose (iii) pergjegjesite dhe detyrimet e lindura pergjate rrjedhes normale te biznesit ne perputhje me praktikat e meparshme deri ne daten e Pasqyrave Financiare dhe qe s'jane ne shkelje te kesaj Kontrate dhe (iv) Taksave.

Seksioni 3.06 Pasurite e Patundshme

(a) Shoqeria nuk ka ne zoterim asnje prone te patundshme. Shtojca 3.06 permban listen e plote te te gjitha pasurive te patundshme dhe interesave ne pasuri te patundshme te marra me qera nga Shoqeria (secila prej tyre e referuar "Pasuri e marre me Qera"). Shoqeria ka lidhur marreveshje te vlefshme qeraje per secilen nga Pasurite e marra me Qera dhe gezon te drejta te plote mbi ambientet e marra me qera ne perputhje me dispozitat e kontratave te qerases, ne secilin rast te lira nga cdo Barre.

(b) Pasuria e marre me Qera (i) eshte e pershtatshme per zhvillimin e Biznesit ashtu sikunder eshte kryer pergjate rrjedhes normale te biznesit ne perputhje me praktiken e meparshme dhe (ii) nuk ka defekte materiale apo nevojte per riparime te konsiderueshme

Seksioni 3.07 Pronesia Intellektuale

Pervec perdorimit te markes tregtare Sport Vision, perdorimi i meparshem dhe i ardhshem i se ciles rregullohet nepermjet Marreveshjes se Licensimit, veprimtaria e biznesit te Shoqerise, sikunder kryhet derime tani nuk shkel, nuk bie ne kundershtrim, me ndonje te drejte te pronesise intelektuale te ndonje Personi tjetër. Nuk ka asnje padi te ngritur te mbetur pezull, kunder Shoqerise, per te cilat te kete dijeni Shoqeria apo Ortaku, nga ndonje Person ne lidhje me pronesine, vlefshmerine, zbatueshmerine, efektivitetin apo perdorim ne Biznesin e Shoqerise apo te Shoqerive te Lidhura te Pronesise Intellektuale, dhe Shoqeria nuk ka marre asnje komunikim me shkrim apo verbal, nga asnje Person, qe te pretendoje se Shoqeria ka kryer ndonje shkelje te mundshme te te drejtave te Pronesise Intellektuale.

Seksioni 3.08 Detyrimet Kontraktuale.

(a) Shtojca 3.08 permban nje liste te plote dhe te vertete te gjitha Kontratave Materiale.

(b) Shoqeria ka vene ne dispozicion per rishikim nga Nenshkruesi nje kopje origjinale dhe te plote te secilit prej detyrimeve te shkruara kontraktore te pershkruara me siper dhe qe do te kene efekt ne daten sipas kesaj Kontrate, duke perfshire pa kufizime, te gjitha ndryshimet dhe plotesimet lidhur me to dhe te gjitha doreheqjet qe kane te bejne me te. Shoqeria nuk eshte ne mungese ose ne shkelje ose thyerje, as nuk ka ndodhur ndonje ngjarje e cila (me ose pa njoftim, kalimit te kohes ose te dyja) do te perbente nje shkelje nga Shoqeria ose nga ndonje pale tjetër sipas detyrimeve kontraktore.

Seksioni 3.09 Inventari.

Cdo produkt i inventarit te Shoqerise i pasqyruar ne bilanc ose qe eshte i fituar me pas, (a) eshte pa defekt material ose mangesi, (b) eshte ne gjendje te mire, i perdorshem dhe aktualisht eshte i tregtueshem ne

rrjedhen e zakonshme te biznesit te Shoqerise dhe (c) eshte pasqyruar sic duhet ne librat dhe ne regjistrat e Shoqerise ne koston me te vogel dhe ne vleren e drejte te tregut, me rezerva te mjaftueshme te daljes nga perdorimi, te gjitha te percaktuara ne perputhje me standartet e kontabilitetit Shqiptar. Inventari i Shoqerise dhe i ne pergjithesi permban produkte ne cilesine dhe sasine e perdorshme dhe shitjeje ne vleren bruto te zakonshme dhe me ulje cmimi te zakonshme konsistente ne te gjitha aspektet materiale me praktiket e kaluara ne rrjedhen normale te biznesit dhe qe eshte reflektuar ne balance dhe ne librat dhe regjistrat e Shoqerise ne perputhje me standartet e kontabilitetit Shqiptar. Nisur nga Pasqyra Financiare, nuk ka ndonje zhvleresim te vleres, ose te krijimit te ndonje rezerve kunder ndonje inventari Shoqerise.

Seksioni 3.10 Prone Personale.

Shtojca 3.10 permban nje pershkrim te shkurter te secilit produkt te Prones Personale te Shoqerise dhe te me nje kosto origjinale ne tejkalim te vleres € 2,000 (dy mije Euro), duke treguar, ne cdo rast, cmimin e blerjes se saj, vitin e blerjes dhe katalogu i amortizimit kumulativ. Cdo produkt i tille eshte ne gjendje te mire (veshje e zakonshme si dhe te prerat qe jane pjese e modelit), eshte pa defekt material dhe eshte ruajtur mire dhe nuk ka riparime, zevendesime ose nuk kerkon nje mirembajtje te planifikuar rregullisht, ne lidhje me keto produkte.

Seksioni 3.11 Arketimet.

Te gjitha llogarite e arketueshme te Shoqerise (a) perfaqesojne borxhin aktual te shkaktuar nga debitoret e llogarise se aplikueshme dhe (b) kane dale nga transaksionet ne mirebesim ne rrjedhen e zakonshme te biznesit te Shoqerise. Te gjitha llogarite e arketueshme jane te mira dhe mund mblidhen ne shumat totale te regjistruara te tyre, neto te cdo rezerve te aplikueshme per te gjitha llogarite e dyshimta te reflektuara ne balance. Duke qene se nga Pasqyra Financiare nuk ka patur para te humbura te arketueshme per Shoqerine si te pashlyera nga ndonje klient, pervec parave te humbura nga rrjedha e zakonshme e biznesit te Shoqerise dhe ne perputhje me praktiken e meparshme.

Seksioni 3.12 Lejet

Shtojca 3.12 percakton te gjitha certifikatat, licensat, lejet, autorizimet, dhe aprovimet, (ketu e me pas referuar si “**Lejet**”) te leshuara ose qe jane dhene Shoqerine ose nje Shoqerie te Lidhur me Te te saj. Te gjitha keto Leje jane mbajtur ne menyre te vlefshme nga Shoqeria, dhe Shoqeria i ka permbushur ne te gjitha aspektet materiale me te gjitha termat dhe kushtet e saj. As Ortaku ose Shoqeria nuk ka marre njoftim per ndonje padi, veprim, ose precedim (ketu e me pas referuar si “**Procedimet**”) ne lidhje me revokimin ose modifikimin e ketyre Lejeve.

Seksioni 3.13 Sigurimi

Shoqeria mban policat ndaj zjarrit dhe fatkeqesive, pergjegjesive dhe format e tjera te sigurimeve ne ato shuma, me ato te zbritshme dhe ndaj atyre rreziqeve dhe Humbjeve qe jane, ne gjykimin e arsyeshem te Shoqerise te pershtatshme per Biznesin dhe asetet e Shoqerise. Policat e sigurimit jane te percaktuara ne Shtojcen 3.13. Te gjitha keto polica jane ne fuqi dhe me efekt te plote, te gjitha primet e detyrueshme dhe te pagueshme ne lidhje me to jane paguar (pervec rregullimeve me efekt prapaveprues te primeve qe nuk jane kerkuar akoma, por qe mund te kerkohen qe te paguhen ne lidhje me cdo periudhe qe mbaron perpara Dates se Mbylljes. Aktiviteti dhe veprimtaria e Shoqerise eshte kryer ne menyre te tille qe te jete ne perputhje me te gjitha dispozitat e zbatueshme te ketyre policave te sigurimeve.



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Seksioni 3.14 Tatimet

Shoqeria ka depozituar ne menyren e duhur, ne afat te gjitha Rimbursimet Tatimore qe iu eshte ekrkuar te depozitohen, nese ka te tilla, dhe te gjitha detyrimet tatimore materiale(perfshire interesat dhe gjobat) , nese ka te tilla, jane paguar plotesisht. Asnje autoritet tatimor nuk ka pohuar me shkrim ose me goje per ndonje rregullim qe mund te coje ne ndonje tatim shtese per te cilen Shoqeria eshte ose mund te jete pergjegjese dhe nuk ka asnje auditim, shqyrtim, hetim, mosmarveshje, procedim apo pretendim pezull per te cilen Shoqeria ka marre njoftim ne lidhje me ndonje Tatim per te cilen Shoqeria eshte ose mund te behet pergjegjese.

Seksioni 3.15 Procedimet

Nuk ka asnje Procedim pezull per te cilen Ortaku dhe Shoqeria kane dijene , ose qe kercenon Shoqerine nga ndonje Person dhe nuk ka asnje Ceshtje gjyqesore ose pretendim te Shoqerise qe eshte pezull ose qe Shoqeria ka si qellim qe ta filloje, kunder ndonje Personi tjetër.

Seksioni 3.16 Mungesa e Ndryshimeve; Veprimtaria e Zakonshme.

Qe nga Data e Pasqyrave Financiare, Shoqeria (i) nuk ka rritur shperblimet per ndonje drejtor, zyrtar, te punesuar te saj; (ii) nuk ka marre ndonje Borxh, (iii) nuk ka hyre ne ndonje ose nuk ka nenshkruar ndonje kontrate, marveshje, deklarate, peng, qira, licence, instrument tjetër, angazhim, ndermarje, marveshje ose mirekuptim, ose ndonje transakcion tjetër, pervec sa parashkohet ne menyre specifike nga kjo Kontrate, ose (iv) nuk ka dhene ndonje kredi ose paradhene nga fondet apo pasurite te cdo lloji, ose nuk ka falur ndonje kredi ose paradhene per ndonje Person (v) nuk ka pasur ndonje ndryshim material negativ ne Biznesin, asetet, gjendjen (financiare ose jo) ose rezultatet e veprimtarise se Shoqerise, te marra si nje e tere.

Seksioni 3.17 Veprimtaria ne perputhje me Ligjin.

Shoqeria nuk ka vepruar dhe nuk vepron ne kundërshtim me, ose nuk ka ndonje mospermbushje sipas, ndonje kerkese ligjore ne baze te Ligjit te Zbatueshem. Per me teper, nuk ka asnje Veprim pezull kercenues ndaj Shoqerise te ditur nga Shoqeria , zyrtaret dhe drejtoret apo ne dijene te Shoqerise.

Seksioni 3.18 Marredheniet e Punes

Aktualisht nuk ka asnje padi ekzistuese apo mosmarveshje ndermjet Shoqerise dhe ndonje prej punemarresve te saj. Shoqeria eshte ne permbushje te aspekteve material te cdo kontrate pune.

Seksioni 3.19 Efektet e Nenshkrimet

Asnje Kreditor, i punesuar, klient, konsumator ose Person tjetër qe ka nje marredhenie materiale biznesi me Shoqerine qe ka ndryshuar, ose ka informuar Ortakun e Shoqerise qe ky Person ka per qellim qe te ndryshoje, kete marredhenie per shkak te nenshkrimet ose te konsumimit te ndonje transakcioni tjetër te parashikuar me kete Kontrate ose ne Dokumentet Ndhimese.

Seksioni 3.20 Emri i Shoqerise.

Shoqeria ka te drejten ekskluzive te perdore emrin e Shoqerise dhe asnje Person tjetër nuk ka qene dhe as eshte i autorizuar te perdore emrin e Shoqerise.

Seksioni 3.21 Perhapja e Informacionit

Asnje perfaqesim apo garanci e perfshire ne kete Kontrate ose ne ndonje Marreveshje Ndhimese, dhe asnje deklarate e perfshire ne ndonje dokument, certifikate ose Shtojce e dhene ose qe do te jepet ne perputhje me kete Kontrate, nuk permban ose nuk do te permbaje ndonje deklarate te rreme te ndonje fakti material, apo nuk deklarone ose nuk do te pranoje te deklarone ndonje fakt material te nevojshem, ne lidhje me rrethanat sipas te cilave ky deklarim duhej te ishte bere apo duhet te behet, ne menyre qe deklarimet ne kete Kontrate te mos jene mashtruese ose te nevojshme ne menyre qe te ofroje ne menyre te plota dhe te drejte informacionin e kerkuara qe duhet te jepet ne keto dokumente, certifikata ose Shtojca. Parashikimet financiare ne lidhje me Shoqerine qe i dorezohen Nenshkruessit do te pergatiten ne baze te pritshmerive qe Shoqeria beson ne menyre te arsyeshme ne mirebesim ne kohen e pregatitjes qe te jene te arsyeshme dhe Ortaku dhe Shoqeria nuk kane asnje njohuri per ndonje fakt ose informacion qe mund t'i beje ata te besojne qe keto pritshmeri nuk jane te sakta ose jane mashtruese ne aspektin material.

Seksioni 3.22 Furnitoret

Pervec sic percaktohet ne Shtojcen 3.22, ndermjet Dates se Pasqyrave Financiare dhe dates se kesaj Kontrate, Shoqeria nuk ka neneshkruar ndonje kontrate ose angazhim per blerjen e mallrave te tjera nga ato ne rrjedhen e zakonshme te biznesit ne perputhje me praktiken e kaluar. Pervec furnitoreve te cilesuar ne Shtojcen 3.22 Shoqeria nuk ka ndonje furnitor tjetër (te ndryshem nga Nenshkruessi) nga I cili te kete blere me shume se 5% te shumes totale te mallrave dhe sherbimeve qe ajo ka blere gjate vitit me te fundit financiar. Pervec sa percaktohet ne kete Shtojce 3.22, qe nga Data e Pasqyrave Financiare nuk ka pasur (i) asnje ndryshim negativ material ne marredhenien e biznesit te SHOqerise me ndonje furnitor ose tregtar te permendur ne Shtojcen 3.22 ose (ii) cdo ndryshim material i kushteve (duke perfshire kushtet e kreditimit) te marreveshjes se furnizimit ose marreveshje te tjera te lidhura me secilin nga keta furnitore.

Seksioni 3.23 Klientet.

Pervec klienteve te permendur ne Shtojcen 3.23, Shoqeria nuk ka ndonje klient per te cilin te kete kryer me shume se 5% te shitjeve totale gjate vitit me te fundit financiar. Pervec sa percaktohet ne Shtojcen 3.23, qe nga Data e Pasqyrave Financiare, nuk ka pasur (i) ndonje ndryshim negativ material ne marredhenien e biznesit te Shoqerise me ndonje klient te permendur ne Shtojcen 3.23 ose (ii) ndonje ndryshim material ne kushtet (duke perfshire kushtet e kreditimit) te marreveshjeve te shitjeve ose te marreveshjeve te lidhura me to me ndonje nga klientet. Gjate dy viteve te fundit Shoqeria dhe nuk ka marre ndonje ankese me shkrim ose me goje nga klientet ne lidhje me produktet dhe sherbimet e saj, dhe nuk I eshte kthyer ndonje nga produktet e saj nga ndonjeri nga klientet, te ndryshem nga ankesat dhe kthimet ne rrjedhen e zakonshme te biznesit.

Seksioni 3.24 Statuti i Shoqerise.

Shoqeria deri ne kete moment ka dorezuar ose ka bere te mundur dorezimin (ose do te dorezoje tani e tutje perpara Dates se Mbylljes) tek Nenshkruessi ose keshilltari i tij kopje te sakta dhe te plota te Statutit te Shoqerise, se bashku me te gjitha ndryshimet te leshuara dhe/ose te depozitura, nese ka. Asgje e perfshire ne parashikimet e permendura me lart nuk e parandalon ose ndikon negativisht ne permbushjen e ketyre transaksioneve te percaktuara ne kete Kontrate.

NENI IV. GARANCITE DHE PERFAQESIMET NE LIDHJE ME NENSHKRUESIN.

Nenshkruessi perfaqeson dhe garanton per Ortakun dhe Shoqerine si me poshte vijon:



Seksioni 4.01 Organizimi I Duhur, Autorizimi dhe Gjendja e Mire e Nenshkruesit.

Nenshkruesi eshte i organizuar dhe ekziston ne menyre te rregullt dhe nuk eshte ne gjendje falimenti sipas ligjeve te Bosnjes dhe Hercegovines.

Seksioni 4.02 Autoritetet ne Lidhje me kete Kontrate.

Nenshkruesi ka fuqite e nevojshme dhe autoritetin e kerkuar nga Shoqeria per te nenshkruar, dorezuar dhe zbatuar kete Kontrate, dhe per te permbushur te gjitha transaksionet e percaktuara ne kete Kontrate. Nenshkrimi dhe dorezimi i kesaj Kontrate nga Nenshkruesi dhe permbushja e transaksioneve ketu nga Nenshkruesi eshte autorizuar ne menyre te vlefshme dhe te plote me te gjitha veprimet e nevojshme nga ana e Shoqerise, dhe nuk eshte i nevojshem asnje procedim tjeter per shoqerine nga ana e Nenshkruesit per te autorizuar kete Kontrate ose per te permbushur transaksionet e percaktuara aty. Kjo Kontrate perben nje detyrim ligjor dhe detyrues per Nenshkruesin, te zbatueshem ndaj tij ne perputhje me kushtet e saj.

Seksioni 4.03 Asnje Shkelje ose Aprovim.

Ekzekutimi, dorezimi dhe kryerja e kesaj Kontrate dhe permbushja e transaksioneve te percaktuara ketu nuk do te perbejne shkelje, ose ndonje rast mospembushje sipas Rregulloreve te Nenshkruesit, ose ndonje statuti te zbatueshem per Nenshkruesin ose ndonje marreveshje materiale ne te cilen Nenshkruesi eshte Pale ose nga e cila pasurite e tij jane te barresuara, nen kujdestari ose ndonje urdher, vendim, dekret, ligj ose rregullore ose ndonje vendim gjyqesor i ndonje gjykate ose Autoriteti Shteteror ose organi qe ka juridiksion mbi Nenshkruesin ose pasurite e tij. Asnje aprovim, miratim, urdher ose autorizim ose ndonje negociim, deklarate ose depozitim prane ndonje Autoriteti Shteteror ose subjekti ose ndonje pale te trete eshte kerkuar, dhe nuk eshte marre ose kryer nga Nenshkruesi ne lidhje me ekzekutimin dhe dorezimin e kesaj Kontrate ose permbushjen e ndonje transaksioni te percaktuar ne kete Kontrate.

Seksioni 4.04 Kushtet Financiare.

Nenshkruesi ne daten e kesaj Kontrate, ka dhe do te kete deri ne Daten e Mbylljes fonde te mjaftueshme per te paguar Kuotat ne baze te termave dhe kushteve te perfshira ne kete Kontrate.

NENI V. KUSHTET PARAPRAKE

Seksioni 5.01 Kushtet per Detyrimet e Nenshkruesit.

Detyrimet e Nenshkruesit per te paguar Kuotat do t'i nenshtrohet permbushjes ne ose me perpara Mbylljes, te kushteve te meposhtme:

- (a) *Kryerja e Due Diligences.* Nenshkruesi duhet te kete perfunduar raportin e tij te detajuar Due Diligence dhe rezultatet te duhet te jene te kenaqshme ne diskrecionin e vetem te Nenshkruesit.
- (b) *Zmadhimi i Kapitalit* Ortaket do te kene perfunduar/permbushur Zmadhimin e Kapitalit.
- (c) *Miratimi i Shoqerise.* Kjo Kontrate dhe leshimi dhe nenshkrimi i Kuotave duhet te jete miratuar dhe te jene marre veprimet e nevojshme ne Shoqeri;
- (d) *Nenshkrimi i Marreveshjeve Ndihmese.* Njekohesisht me kete Kontrate, Palet do te kene nenshkruar Marreveshjet Ndihmese;



Handwritten signature and initials, possibly representing the Nenshkruesi or a representative, located at the bottom right of the page.

(e) *Asnje Masa Sigurie ose Kufizime; Paligjshmeria.* Ne dijenine e Shoqerise asnje statut, ligj, rregullore, urdher ekzekutiv, dekret, ne fuqi ose urdher i perkoheshem kufizues, ose mase paraprake ose e perhershme ose ndonje urdher tjetër nuk eshte miratuar, nenshkruar, shpallur, zbatuar apo leshuar nga ndonje Gjykate ose Autoritet Shteteror kompetent ose nuk eshte ne fuqi i cili ndalon, kufizon, urdheron ose ndryshon permbushjen e perfitimit Kuotes; dhe

(f) *Perfaqesimet dhe Garancite.* Perfaqesimet dhe garancite e Shoqerise te perfshira ne kete Kontrate do te jene te verteta dhe korrekte ne te gjitha kuptimet ne dhe deri ne dDten e Mbylljes sikur te ishin bere ne dhe deri ne kete date.

Seksioni 5.02 Kushtet dhe Detyrimet e Shoqerise

Detyrimet e Shoqerise per te regjistruar nenshkrimin ne perputhje me Nenin do ti nenshtrohen gjithashtu edhe kushteve te me poshtme:

(a) *Asnje Mase Sigurie ose Kufizime; Paligjshmeria.* Ne dijenine e Nenshkruesit asnje statut, ligj, rregullore, urdher ekzekutiv, dekret, ne fuqi ose urdher i perkoheshem kufizues, ose mase paraprake ose e perhershme ose ndonje urdher tjetër nuk eshte miratuar, nenshkruar, shpallur, zbatuar apo leshuar nga ndonje Gjykate ose Autoritet Shteteror kompetent ose nuk eshte ne fuqi, i cili ndalon, urdheron ose kufizon kryerjen e perfitimit te Kuotes;

(b) *Perfaqesimet dhe Garancite.* Perfaqesimet dhe garancite e Nenshkruesit te perfshira ne kete Kontrate do te jene te verteta dhe korrekte ne te gjitha kuptimet ne dhe deri ne daten e Mbylljes sikur te ishin bere ne dhe deri ne kete date.

(c) *Nenshkrimi i Marreveshjeve Ndhimese.* Njekohesisht me kete Marreveshje, Palet do te nenshkruajne Marreveshjet Ndhimese;

(d) *Miratimi i Nenshkruesit.* Kjo Marreveshje dhe perfitimi i Kuotave duhet te jete miratuar dhe te jene ndermarre veprimet e nevojshme ne Shoqeri nga Nenshkruesi;

(e) *Pagesa e Cmimit te Blerjes:* Nenshkruesi ka paguar cmimin e blerjes plotesisht dhe sipas kushteve te kesaj Marreveshje.

NENI VI. ANGAZHIMET

Seksioni 6.01 Perhapja e Informacionit.

Here pas here, dhe perpara Dates se Mbylljes, Nenshkruesi do te njoftoje menjehere Shoqerine dhe Shoqeria do te njoftoje menjehere Nenshkruesin sapo te marre dijen per ndonje fakt, dukuri apo ngjarje qe mund te bente te mundur qe ndonje nga perfaqesimet dhe garancite e perfshira NENIN III ("Perfaqesimet dhe Garancite ne Lidhje me Shoqerine") ose NENIN IV ("Perfaqesimet dhe Garancite ne lidhje me Nenshkruesin") te quheshin te pasakta ose te paplota ne aspektin material.

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Seksioni 6.02 Veprime te metejshme.

Me ane te termave dhe ne perputhje me kushtet e kesaj Kontrate, Palet ketu do te perdorin te gjitha perpjekjet e arsyeshme per te marre, ose te bejne te mundur qe te merren, te gjitha veprimet dhe per te kryer, ose per te bere te mundur qe te kryhen, te gjitha gjerat e tjera te nevojshme, te duhura apo te keshillueshme per te pambushur dhe per te bere efektive sa me shpejt te jete e mundur transaksionet e parashikuara nga kjo Marreveshje, dhe per te pambushur ose per te bere te mundur qe te pambushen te gjitha kushtet paraprake te detyrimet e tij sipas kesaj Marreveshjeje.

Seksioni 6.03 Njoftimet Publike.

Nenshkruesi, Ortaku dhe Shoqeria do te keshillohen me njeri tjetrin perpara se te japin ndonje deklarate per shtyp ne lidhje me perfitimin ose kete Kontrate dhe nuk do te japin kete deklarate per shtyp ose nuk do te bejne ndonje deklarate publike pa miratimin me shkrim te Pales tjetere, te japin deklarate per shtyp ose te beje nje deklarate publike sic mund te kerkohet nga ligji me keshillen e keshilltarit te jashtem, pasi te jete njoftuar per kete Pala tjetere ne kete Kontrate ne perputhje me Nenin IX (Dispozita te Pergjithshme).

NENI VII. DEMSHPERBLIMI.

Seksioni 7.01 Demshperblimi.

Duke iu nenshtuar kushteve te ketij NENI VI, Ortaku dhe Shoqeria (ne cilesine e tyre si pale demshperblyese, "**Pala Zhdemtuese**"), bie dakort qe, bashkerisht dhe individualisht, te deshperbleje Nenshkruesin (ne cilesine e tij si pala qe demshperblehet, "**Pala e Zhdemtuar**") dhe te mbaje te pademtuar Nenshkruesin, dhe Nenshkruesi (ne cilesine e tij si nje pale demshperblyese, "**Pala Zhdemtuese**") bie dakort qe te demshperbleje Ortakun dhe Shoqerine (secili prej tyre ne cilesine e tyre si pala qe demshperblehet, "**Pala e Zhdemtuar**") dhe te mbaje Shoqerine te pademtuar, nga dhe ndaj dhe ne lidhje me te gjitha Humbjet qe rrjedhin nga ndonje nga rastet e meposhtme:

(a) *Shoqeria.* Ne rastin e Shoqerise ose Ortakut si nje Pale Zhdemtuese cdo shkelje e ndonje perfaqesimi ose garancie ose angazhimi ibere nga Shoqeria ose Ortaku ne kete Marreveshje.

(b) *Nenshkruesi.* Ne rastin e Nenshkruesit si nje Pale Zhdemtuese cdo shkelje e ndonje perfaqesimi ose garancie ose angazhimi e bere nga Nenshkruesi ne kete Kontrate.

Seksioni 7.02 Pretendimet e Paleve te Treta.

Menjehere pasi (a) te marre dijeni per ndonje fakt, dukuri ose ngjarje nga cila mund te linde pretendimi per padi zhdentimi sipas Seksionit 7.02 (Padite e Paleve te Treta), ose (b) marrja nga Pala e Zhdemtuar e njoftimit te fillimit te ndonje Veprimi ose ndonje pretendimi tjetere ndaj kesaj Pale te Zhdemtuar nga nje pale e trete, Pala e Zhdemtuar, nese pretendimi ne lidhje me kete Kontrate eshte ngritur ose mund te ngrihet ndaj ndonje Pale Zhdemtuese, do ti jape kesaj Pale Zhdemtuese njoftim me shkrim per natyren e pretendimit dhe bazen ne te cilen eshte ngritur ky pretendim. Perpara dites se 30 pas marrjes se ketij njoftimi nga Pala Zhdemtuese prej Pales se Zhdemtuar ne lidhje me fillimin e nje Veprimi ose pretendimi tjetere nga nje pale e trete, Pala e Zhdemtuar do te mbrohet ndaj ketij pretendimi (me kusht qe Pala e Zhdemtuar nuk do ta zgjidhe vete kete pretendim). Palet Zhdemtuese do te kene te drejten qe te mbrojne kete pretendim, me shpenzimet e Pales Zhdemtuese dhe me nje keshilltar te zgjedhur prej tyre ne menyre te arsyeshme e te pranueshem per Palen e Zhdemtuar, me kusht qe, Pala Zhdemtuese te njoftoje Palen e Zhdemtuar brenda tridhete (30) ditesh pas marrjes se ketij njoftimi. Ne rastin kur Pala Zhdemtuese nuk merr persiper mbrojtjen e ketij pretendimi dhe me kusht keshtu qe (i) Pala e Zhdemtuar do te mbrohet ndaj ketij pretendimi (me kusht



qe Pala e Zhdemtuar nuk do te zgjidhe kete pretendim pervec ne rastin kur gjykimi ose zgjidhja permban ndonje afat te pakushtezuar duke provuar me nje deklarate, e cila duhet dhene nga ky padites ose i paditur per Palen Zhdemtuese, e per dhe ndaj te gjitha detyrimet ne lidhje me kete pretendim), dhe (ii) Pala Zhdemtuese do te mbetet pergjegjese per cdo Humbje qe mund te pesoje Pala e Zhdemtuar si njedhoje e ketij pretendimi deri ne masen e percaktuar nga ky Seksion 7.02. Pavaresisht se cila nga Palet do te marre persiper mbrojtjen e nje pretendimi, secila Pale do te ofroje per Palen tjeter, me kerkesen e kesaj te fundit, te gjitha informacionin dhe dokumentacionin e nevojshem per te mbeshtetur dhe evidentuar keto Humbje qe bejne te mundur lindjen e ketij pretendimi per zhdentim dhe do t'i jape aksesin e arsyeshem per te gjitha librat, regjistrimet dhe informacion per punemarresit qe ka ne zoterim ose nen kontroll drejtim te cilet mund te kene nje ndikim ne kete pretendim.

NENI VIII. PERFUNDIMI.

Seksioni 8.01 Perfundimi

Kjo Kontrate mund te perfundoje ne cdo kohe perpara Dates se Perfundimit, pavaresisht miratimit te saj nga Shoqeria:

- (a) me pelqimin e perbashket me shkrim te Nenshkruesit dhe Shoqerise;
- (b) nga Nenshkruesi, nese ndonje prej kushteve te vendosura ne Seksionin 5.01 eshte bere i pamundur per t'u permbushur, dhe Nenshkruesi nuk ka hequr dore;
- (c) nga Shoqeria nese ndonje prej kushteve te vendosura ne Seksionin 5.02 eshte bere i pamundur per tu permbushur dhe Shoqeria nuk ka hequr dore; ose
- (d) nga Nenshkruesi ose nga Shoqeria nese nje gjykate e juridiksionit kompetent ose agjensi qeveritare, rregullatore ose administrative ose komision do te kete leshuar nje urdher perfundimtar te pa apelueshem, dekret ose rregullore ose kane marre cdo Veprim tjeter qe ka efektin e kufizimit, urdherimit te perhershem, ose ne te kundert ndalimin e transaksionit. Ne nje suate te tille, Palet bien dakort qe te negociojne me mirebesim terma dhe kushte te favorshme dhe bien dakort qe do te arrijne nje marreveshje te re brenda (90) diteve nga data e nxjerrjes se nje urdheri, dekreti, ose rregullore perfundimtare. Ne rast se Palet nuk arrijne ne nje marreveshje brenda kesaj periudhe kohe, atehere kjo Kontrate do te perfundoje.

Seksioni 8.02 Efektet e Perfundimit.

Pa cenuar Seksionin 8.01(d), ne rast te perfundimit te kesaj Kontrate ne perputhje me kete Seksion, kjo Kontrate do te behet menjehere e pavlefshme.

Seksioni 8.03 Kostot dhe Shpenzimet.

Te gjitha tarifat dhe shpenzimet e bera ne lidhje me kete Kontrate dhe transaksionet e permendura ketu, do te paguhen nga Pala qe i ka patur keto shpenzime, pavaresisht nese blerja do te kryhet apo jo.

NENI IX. TE PERGJITHSHME

Seksioni 9.01 Legjislacioni

Kjo Kontrate do te zbatohet dhe interpretohen ne perputhje me legjislacionin e Republikes se Shqiperise .



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Seksioni 9.02 Arbitrazhi

Cdo mosmarreveshje ose debat qe lind nga Palet dhe ne lidhje me ekzistencen, vlefshmerine, permbajtjen, pambushjen dhe/ose perfundimin e kesaj Kontrate, te cilen Ortaket nuk mund ta zgjidhin me pajtim ndermjet tyre, do te zgjidhet perfundimisht nga nje Gjykate Arbitrazhi prej 3 persona sipas Rregullave te Arbitrazhit te Dhomes Nderkombetare te Tregtise (ICC), me nje arbiter te propozuar nga Nenshkruesi, nje arbiter te propozuar nga Z. Gjyli dhe nje arbiter i propozuar sebashku nga dy arbitrat e zgjedhur me pare. Vendi i arbitrazhit do te jete Vjena, Austri, dhe gjate procedimeve te arbitrazhit do te perdoret gjuha Angleze.

Seksioni 9.03 Caktimi; Garantimi i Detyrimeve.

Nenshkruesi mund t'i caktojte te gjitha ose ndonje prej te drejtave te tij sipas kesaj Kontrate nje Shoqerie te Lidhur me kusht qe asnje caktim i tille nuk do te cliroje Nenshkruesin nga detyrimet e tij sipas kesaj Kontrate. Cdo caktim, transferim, ngarkim ose dhenie detyrimi ne kundershtrim me kete dispozite do te jete e pavlefshme.

Seksioni 9.04 Njoftimet

(a) Te gjitha njoftimet dhe komunikimet e kerkuara apo te lejuara ketu, do te jene me shkrim ne gjuhen Angleze dhe/ose gjuhen Shqipe dhe do te dergohen me faks ose e-mail dhe menjehere pas kesaj te konfirmohen me poste te regjistruar dhe me konfirmim marje te derguar ne adresat e meposhtme:

Per Shoqerine : IN Sport

Dyqani Sport Vision
Adidasi I Madh, Ne Kryqezim Te Drejtorise Se Policise,
Myslym Shyri,
Tirane, Albania,
Att: Edmond Gjyli
Nr. Tel: +355 68 207 6677
Email : edmond.gjyli@sportvision.al

Per Nenshkruesin : Ratsko Novakovic

Sport Vision D.O.O.
Pantelinska 79A (Poslovni centar Robot)
76300 Bijeljina
Bosna i Hercegovina

Faks: [+38755259250]

E-mail: predragboskovic@sportvision.ba

Ne vemendje te: Predrag Boskovic

Me kopje te vecante tek: (qe nuk do te perbeje njofitim sipas kesaj Kontrate
Rezart Spahia
Frost & Fire Consulting

ABA Business Center, Zyra 1401, Tirane, Shqiperi
Email: rezart.spahia@ffconsulting.al

(b) Cdo ndryshim i te dhenave te kontaktit do t'i njoftohen Pales tjeter me ane te postes se regjistruar ose me e-mail per Palen tjeter. Cdo Pale do te mbaje rrezikun e mos-marrjes/mberritjes se korrespondences dhe dokumentave nese keto nuk jane hartuar ne perputhje me formalitetet e ketij Seksioni.

Seksioni 9.05 Pavlefshmeria e Pjesshme.

Ne rastin se ndonje prej dispozitave te kesaj Kontrate shpallet si e pazbatueshme nga ndonje rregull ligji ne fuqi, ose politika publike, te gjitha kushtet dhe dispozitat e tjera te kesaj Kontrate do te mbeten ne fuqi dhe do te kene efekt te plote per sa kohe qe permbajtja ligjore dhe ekonomike e transaksioneve te parashikuara me ane te kesaj Kontrate nuk kete ndikim negativ tek ndonje prej Paleve. Pas percaktimit te tille qe asnje term ose dispozite tjeter nuk eshte e pavlefshme, e paligjshme ose e pamundur per t'u zbatuar, Palet ne kete Kontrate do te negociojne me mirebesim per te modifikuar kete Kontrate ne menyre qe te arrijne nje formulim qe refkelton sa me shume e menyre te pranueshme qellimin original te Paleve ne menyre qe transaksionet e permendura ketu te permbushen ne menyren me te plote te mundur.

Seksioni 9.06 Teresia e Kontrates

Kjo Kontrate perben marreveshjen e plote dhe kuptimin midis Paleve ketu, lidhur me objektin e kesaj Kontrate dhe zevendeson cdo kontrate te meparshme apo te tanishme duke perfshire, ujdite dhe marreveshjet qofte me goje apo me shkrim, ndermjet Paleve ne lidhje me sa me sipër.

Seksioni 9.07 Ndryshimet dhe Heqja Dore.

Kjo Kontrate mund te ndryshohet vetem me ane te nje dokumenti shkresor te nenshkruar nga Palet e permendura ketu. Nga asnje dispozite e kesaj Kontrate nuk mund te hiqet dore pervecse me ane te nje dokumenti shkresor te nenshkruar nga Pala qe ka te drejten te perfitoje nga nje dispozite e tille. Asnje heqje dore nga nje dispozite nuk do te konsiderohet se perben apo do te perbeje heqje dore nga ndonje dispozite tjeter e Kontrates. Nje heqje dore do te behet efektive vetem ne rastin specifik dhe vetem per qellimin per te cilin u dha, dhe nuk do te perbeje nje heqje dore te vijueshme.

Seksioni 9.08 Palet e interesuara.

Kjo Kontrate do te jete detyruese dhe vetem per te miren e seciles Pale ne kete Kontrate, dhe asgje ne kete Kontrate, e shprehur apo e nenkuptuar, nuk ka per qellim te jape ose do te jape ndonje Personi tjeter ndonje te drejte, perfitim t, ose mjete ligjore te cdo natyre sipas kesaj Kontrate ose per shkaqe te saj.

Seksioni 9.09 Asnje Heqje Dore; Mjete ligjore Kumulative.

Asnje deshtim ose vonese nga ana e cdo Pale ne kete Kontrate ne ushtrimin e cdo te drejte sipas kesaj Kontrate nuk do te pengojne qe keto te drejta te interpretohen si nje heqje dore, ose si nje pranim i heshtur, te cdo shkelje e perfaqesimi, garanci ose marreveshje sipas kesaj kontrate, asnje ushtrim i vetem ose i pjesshem i ketyre te drejtave nuk do te pengojne ndonje ushtrim tjeter ose te metejshem te tyre ose te cdo te drejte tjeter. Te gjitha te drejtat dhe mjete ligjore ekzistuese sipas kesaj Kontrate jane kumulative, dhe jo perjashtuese te ndonje te drejte apo mjete ligjore te disponueshem.



Seksioni 9.10 Negocimi i Kontrates.

Secila Pale pranon se eshte perfaqesuar nga nje keshilltar i pavarur i zgjedhur prej tij pergjate gjithë negociatave qe kane paraprire nenshkrimin e kesaj Kontrate dhe se ka nenshkruar kete Kontrate me miratimin dhe keshillimin e keshilltarit te pavarur te siperpermendur. Secila Pale dhe keshilltari I saj kane bashkepunuar ne hartimin dhe pergatitjen e kesaj Kontrate dhe dokumentat e referuar ketu si dhe te gjithë draftet e lidhura me te, do te konsiderohen si produkt i punes se Paleve dhe nuk mund te interpretohen kundra asnje Pale per shkak te pergatitjes se saj. Per kete arsye, cdo rregullim ligjor apo ndonje vendim ligjor qe do te kerkonte interpretimin e ndonje paqartesis ne kete Kontrate kunder Pales qe e hartoi, nuk do te zbatohet dhe me nenshkrimin e kesaj Kontrate hiqet dore ne menyre te shprehur nga kjo. Dispozitat e kesaj Kontrate do te interpretohen ne menyre te arsyeshme me qellim qe te bejne efektive qellimet e Paleve ne kete Kontrate.

Seksioni 9.11 Gjuha

Kjo Kontrate nenshkruhet ne gjuhen Shqipe dhe ate Angleze dhe te dyja versionet jane te njejte. Ne rast te mosperputhjeve midis versioneve, versioni ne gjuhen Angleze do te mbizoteroje. Versioni Shqip do te perdoret vetem per evidence.

Seksioni 9.12 Kopjet.

Kjo Kontrate mund te ekzekutohet ne çdo numer kopjesh dhe prej Paleve ketu , ne kopje te vecanta; secila prej tyre kur nenshkruhet do te perbeje nje original, por te gjithë kopjet se bashku do te perbejne nje dhe te njejten Kontrate.

[Pjesa e mbetur e kesaj faqe eshte lene bosh qellimisht..]

NE DESHMI TE SA ME SIPER, Nenshkruesi, Shoqeria dhe Ortaku kane bere te mundur qe kjo Kontrate te ekzekutohet qe nga data e shkruar me lart

NENSHKRUESI: Sport Vision d.o.o

Nga: Ratsko Novakovic

Titulli: Drejtor i Shoqerise

Ratsko Novakovic



ORTAKU: Edmond Gjyli

Edmond Gjyli

Titulli: Ortaku i Vetem

Edmond Gjyli

SHOQERIA: IN Sport

Edmond Gjyli

Nga: Edmond Gjyli

Titulli: Ortak i Vetem



SHTOJCAT

SHTOJCA 3.05

PASQYRAT FINANCIARE

SEGI SPORT shpk

1. Pasqyrat financiare per periudhen nga 01.01.2013 deri me 31.12.2013;
2. Pasqyrat financiare per periudhen nga 01.01.2014 deri me 31.12.2014, me daten e mbylljes se pasqyrave financiare me 15.03.2015;
3. Pasqyrat financiare per periudhen 01.01.2015 to 31.12.2015 me daten e mbylljes se pasqyrave financiare me 31.03.2016;

IN SPORT shpk

1. Pasqyrat financiare per periudhen nga 01.01.2013 deri me 31.12.2013 (te pa audituara).
2. Pasqyrat financiare per periudhen nga 01.01.2014 deri me 31.12.2014 me daten e mbylljes se pasqyrave financiare me 31.01.2014; (te audituara);
3. Pasqyrat financiare per periudhen nga 01.01.2015 deri me 31.12.2015 me daten e mbylljes se pasqyrave financiare me 31.03.2016 (te audituara);
4. Pasqyrat financiare per periudhen nga 01.01.2016 deri me 31.11.2016.



SHTOJCA 3.06

PRONAT E MARRA ME QERA

1. Prone e marre me qera tek Toptani Shopping Centre me nje siperfaqje perafersisht 509.29 m².
2. Prone e marre me qera tek Qendra Tregtare Univers (QTU) me nje siperfaqje perafersisht 140 m².
3. Prone e marre me qera tek Qendra Tregtare Univers (QTU) me nje siperfaqje perafersisht 88 m².
4. Prone e marre me qera tek (magazina) tek Qendra Tregtare Univers (QTU) me nje siperfaqje perafersisht 121 m².
5. Prone e marre me qera tek Tirana East Gate (TEG) me nje siperfaqje perafersisht 591 m².
6. Prone e marre me qera ne Vlore, Shqiperi, me nje siperfaqje perafersisht 35m².
7. Prone e marre me qera ne Vlore, Shqiperi, me nje siperfaqje perafersisht 120.7 m².
8. Prone e marre me qera ne Vlore, Shqiperi, me nje siperfaqje perafersisht 109 m².
9. Prone e marre me qera tek ne Shkoder, Shqiperi, me nje siperfaqje perafersisht 102.27 m².
10. Prone e marre me qera tek Rr. "Myslym Shyti" me nje siperfaqje perafersisht 470.07 m²



SHTOJCA 3.08

DETYRIMET KONTRAKTUALE TE SHOQERISE

1. Marreveshja e Shitblerjes midis shitesit Sport Vision d.o.o dhe blesesit "SEGI SPORT" shpk date 01.01.2016 me objekt shitjen e mallrave te markave tregtare per te cilat shitesi eshte i autorizuar.
2. Kontrate Qiraje date 23.06.2013 e lidhur midis pales qiramarrrese "In Sport" shpk dhe pales Qiradhenese "Tirana East Gate" me objekt dhwnien e ambjenteve me qira.
3. Kontrate Qiraje lidhur mes qiradhenesit shoqeria Qendra Tregtare Univers shpk dhe qiramarrsesit "IN SPORT" shpk date 26.03.2015 me objekt dhenien me qira te ambienteve te magazines.
4. Kontrate Qiraje lidhur mes qiradheneses Arta Mici dhe qiramarrsesit "IN SPORT" shpk date 31.12.2016 me objekt dhenien me qira nje njesi sherbimi tregtare.
5. Kontrate Qiraje lidhur mes qiradhenesit Adrian Kushta dhe qiramarrsesit "IN SPORT" shpk date 01.01.2017 me objekt dhenien me qira nje ambjenti.
6. Kontrate Qiraje lidhur mes qiradhenesit Edmond Gjyli dhe qiramarrsesit "IN SPORT" shpk date 28.03.2017 me objekt dhenien me qira nje ambjenti.
7. Kontrate Qiraje lidhur mes qiradhenesit Lutfi Brahimi dhe Arber Brahimi dhe qiramarrsesit "IN SPORT" shpk date 14.04.2017 me objekt dhenien me qira nje ambjenti.
8. Kontrate Qiraje nr. 2079 Rep., nr 568 Kol., date 29.10.2016 lidhur mes qiradhenes Afrim Golemi dhe Shpresa Golemi dhe qiramarrsesit "IN SPORT" shpk me objekt dhenien me qira te pasurive.
9. Kontrate Qiraje nr. 3887 Rep., nr 865 Kol., date 08.08.2016 lidhur mes Gener 2 shpk dhe "IN SPORT" shpk me objekt marrien me qira dhe shfrytezimin e njesise tregtare.
10. Kontrate Qiraje midis qiradhenesit Qendra Tregtare Univers shpk dhe qiramarrsesit "IN SPORT" shpk e dates 26.06.2015.
11. Kontrate Shitje e vitit 2017 e lidhur midis paleve Sport Vision d.o.o dhe "SEGI SPORT" SHPK me objekt shitjen dhe blerjen e mallrave.
12. Vendim date 04.01.2017 i ortakut te vetem te shoqerise "In Sport" shpk me objekt miratimin per dhenien e borxhit nga ortaku per shoqerine ne shumen 15,697,935 leke.

SHTOJCA 3.10

PRONAT PERSONALE

Pronat Personale	Sasia	Vlera e Hyrjes	Vlera e Mbetur
1. Shpenzime zhvillimi (Instalime elektrike), aredime e investime te fillimit te aktivitetit.		4,907,206	3,545,456
2. Investime per dyqanin TEG		3,505,500	2,243,520
3. Investime per dyqanin QTU		1,003,118	641,996
4. Mobilje dyqani (QTU)		1,205,000	790,723
5. Mobilje dyqani (TEG)		2,050,100	1,583,304
6. Pajisje informatike		207,497	1,045,257
7. Kase fiskale		75,314	107,935
8. Tavoline Pune	1	89,219	60,669
9. Tavoline Pune	1	31,092	21,143
10. Rafte Metalike		101,054	275,846
11. Palmar		165,792	119,370
12. Printer + UPS		38,433	24,597
13. Furgon Transporti		910,000	606,667
14. Frigorifere		-	32,266
15. Poste pune (taval+karrik)		-	-
16. Te tjera		-	268,787
TOTALI		17,336,966	11,367,535

SHTOJCA 3.12

LEJET

(NUKKA)

Prerada Personale	Zemla	Vlera e tjerrjes	Vlera e mbetur
1. Shperzime shpirtore (konstrukto e shpirtore) shpirtore te investimit te shpirtore		4,707,200	3,262,450
2. Investime per dyqimin TEG		2,500,000	2,243,200
3. Investime per dyqimin QIU		1,000,118	641,950
4. Mbledhje dyqim (QIU)		1,200,000	790,123
5. Mbledhje dyqim (TEG)		2,000,100	1,563,304
6. Prerada informacione		207,400	1,043,333
7. Kase te tjera		72,114	107,932
8. Taksime te tjera	1	89,210	80,609
9. Taksime te tjera	1	31,000	21,143
10. Kase te tjera		101,000	212,946
11. Fajm		100,000	110,370
12. Fajm - US		28,400	24,907
13. Fajm Transport		910,000	600,607
14. Fajm te tjera			32,200
15. Fajm te tjera (te tjera)			
16. Te tjera			268,787
TOTALI		17,276,900	11,987,288

SHTOJCA 3.13

POLICAT E SIGURIMIT

(NUK KA)

1. Sport Viteza (2000)
2. Hektar
3. Investicion
4. Av Sport Trgovine Sport
5. Shkollor
6. Office Shkollor

SHTOJCA 3.22

FURNITORE TE SHOQERISE

1. Sport Vision d.o.o (87%).
2. Bakra d.o.o.
3. Univers d.o.o.
4. Av Sport Tregovina Speedo.
5. Skechers sarl.
6. Office Shoes sh.p.k.



SHTOJCA 3.23

KLIENTE TE SHOQERISE

1. Aida Dhima.
2. Ida Tushi.
3. Emil Qytyku.
4. Angje Ndreca.
5. Endri Treska.
6. Global Elektronik.

VEPNDIMI I ORTARJUT

Handwritten signature and initials, possibly 'R' and 'GMS'.

ANEKSET

ANEKSI A

VENDIMI I ORTAKUT

- 1. Anëtarë
- 2. Anëtarë
- 3. Anëtarë
- 4. Anëtarë
- 5. Anëtarë
- 6. Anëtarë



EKSTRAKT HISTORIK I REGJISTRIT TREGTAR PËR TË DHËNAT E SUBJEKTIT “SHOQËRI ME PËRGJEGJËSI TË KUFIZUAR”

GJENDJA E REGJISTRIMIT

1. Numri unik i identifikimit të subjektit (NUIS)	L12218013F	
2. Data e Regjistrimit	18/10/2011	
3. Emri i Subjektit	IN SPORT	
4. Forma ligjore	SHPK	
5. Data e themelimit	11/10/2011	
6. Kohëzgjatja	Nga: 11/10/2011 Deri:	
7. Zyra qendrore e shoqërisë në Shqipëri	Tirane KASHAR KASHAR Autostrada Tirane-Durres, Km 6, Magazina Nr.01 dhe Nr.06, Qendra tregtare Univers (QTU).	
8. Kapitali	77.093.000,00	
8.1 Numri i përgjithshëm i kuotave	1,00	
9. Objekti i aktivitetit	Importi-eksporti dhe tregtimi me shumice dhe pakice i mallrave dhe artikujve industriale, impianteve, mjeteve makinerive, pjeseve të kembimit, elektroshtepiake, elektronike, elektrike, mekanike, kompjuterike, hidrosanitare, hidraulike, qeramike, qelqi, artizanati, duralumini, lendeve të para, lendeve të ndertimit, pllakave, të lendes drusore të përpunuar dhe të paperpunuar, mobiljeve, kancelarise, bojrave, aparaturave, kompjuterike dhe dixhitale, materialeve e lendeve të para të gjitha llojeve, materialeve e lendeve plastike, gome, hekurit, kimike e nenprodukte të tyre, linjash e makinerish në fushën e prodhimit, përpunimit, transportit, ndertimit, serviseve, artikujsh e produktesh ushqimore, bujqësore, blegtorale. Në fushën e transportit me mjetet e vetë shoqërisë ose për llogarë të tjetër.	
10. Administratori/ët	Edmond Gjyli	
10.1 Afati i emërimit	Nga: 24/12/2016	Deri: 24/12/2021
11. Procedura e emërimit nëse ndryshon nga parashikimet ligjore		
11.1 Kufizimet e kompetencave (nëse ka)		

12. Ortakët	Edmond Gjyli	
12.1 Vlera e kapitalit	Para: 77.093.000,00	Natyre:
12.2 Numri i pjesëve	1,00	
12.3 Pjesëmarrja në përqindje (%)	100,00	
<i>*Të përfaqësuarit, (Plotësohet vetëm nëse një kuotë zotërohet në bashkëpronësi)</i>		
12.4 Komente (nëse ka)		
13. Vende të tjera të ushtrimit të aktivitetit	<p>Tirane Tirane TIRANE Njesia Bashkiake nr 2, Rruga Abdi Toptani, Toptani Shopping Center, Kati 2</p> <p>Vlore Vlore VLORE Rruga Vlore-Skele, Bulevardi "Ismail Qemali", Pallati i Ri prane stadiumit Flamurtari</p> <p>Tirane Farke LUNDER Rruga Tirane-Elbasan, Tirana East Gate, Km 3, Njesia B064, Niveli 1.</p> <p>Tirane Kashar KASHAR Rruga Tirane-Dures,Km 6,Qendra Tegtare Univers (QTU)</p> <p>Vlore Vlore VLORE Rruga Vlore Skele, prane Qendres Tregtare Riviera</p> <p>Tirane Tirane TIRANE Rruga "Myslym Shyri", pallati i ri prane drejtorise se policise kati 1</p> <p>Shkoder Shkoder SHKODER Lagjja Qemal Stafa, Bulevardi Zogu i Pare, ne pasurie 2/101, zona kadastrale 8591</p>	
14. Të dhëna që njoftohen vullnetarisht	<p>Emri Tregtar: IN SPORT</p> <p>Telefon: 0682098751</p>	
15. Statusi:	Aktiv	

Lista e Dokumenteve:

Statuti (nese eshte hartuar si dokument i ndryshem nga akti i themelimit)

Akti i themelimit

Regjistrimi Fillestar: CN-608146-10-11

HISTORIKU I REGJISTRIMIT

Data e regjistrimit	Ndryshimi i te dhenave te regjistruara
1. 02/03/2012	<p>Numri i ceshtjes: CN-700154-03-12</p> <p>Arsyet e hapjes se ceshtjes: Depozitimi i kerkeses dt.01.03.2012 per hapjen e nje adrese dytesore.</p> <p><u>Kane ndodhur ndryshimet e meposhtme ne Adresat e Aktivitetit:</u> eshte Shtuar Adresa: "Tirane; TIRANE; ; Kashar; KASHAR; Rruga Tirane-Dures,Km 6,Qendra Tegtare Univers (QTU); "</p>

	<p>Lista e Dokumenteve: <u>Imazhi i shenjes dalluese te aktivitetit</u> <u>Vendim i asamblese se pergjithshme</u></p>
2. 03/09/2012	<p>Numri i ceshtjes: CN-869909-09-12 Arsyet e hapjes se ceshtjes: Depozitimi i vendimit te asamblese se ortakeve, date 28.08.2012 per ndryshimin e administratorit.</p> <p><u>Kane ndodhur ndryshimet e meposhtme tek administratoret:</u> <u>eshte shtuar administratori; ("Florida Tufa") Nga data "28/08/2012" Ne daten "28/08/2017"</u> <u>eshte larguar administratori: ("Elona Terpollari")</u></p> <p>Lista e Dokumenteve: <u>Vendim i asamblese se pergjithshme</u> <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u></p>
3. 06/09/2013	<p>Numri i ceshtjes: CN-187122-09-13 Arsyet e hapjes se ceshtjes: Depozitimi i vendimit te asambles se ortakeve te shoqerise, date: 03.09.2013, ne te cilin eshte vendosur: Ndryshimi i adreses kryesore.</p> <p><u>Kane ndodhur ndryshimet e meposhtme ne Adresat e Aktivitetit:</u> <u>eshte Shtuar Adresa: "Tirane; TIRANE; ; Farke; LUNDER; Rruga Tirane - Durres, Tirana East Gate, Km. 3, Njesia B 064 niveli 1; "</u> <u>eshte Hequr Adresa: "Tirane; TIRANE; ; Farke; LUNDER; Rruga Tirane - Elbasan, Tirana East Gate, Km 3, Njesia B 063/a, Kati i pare; "</u></p> <p>Lista e Dokumenteve: <u>Vendim i asamblese se pergjithshme</u> <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u></p>
4. 29/07/2014	<p>Numri i ceshtjes: CN-577320-07-14 (APLIKIM PER DEPOZITIM PASQYRA FINANCIARE) Arsyet e hapjes se ceshtjes: Depozitimi i bilancit te vitit 2013.</p> <p>Lista e Dokumenteve: <u>Bilanci Kontabël</u> <u>Akti i miratimit te bilancit nga asambleja subjektit, ose nga individi tregtar)</u> <u>Mandati i Pageses</u></p>
5. 18/02/2015	<p>Numri i ceshtjes: CN-875294-02-15 (APLIKIM PER DEPOZITIM PASQYRA FINANCIARE) Arsyet e hapjes se ceshtjes: Depozitim bilanci viti 2012</p>

	<p>Lista e Dokumenteve: <u>Raport administrimi (nëse ka)</u> <u>Bilanci Kontabël</u> <u>Akti i miratimit të bilancit nga asambleja subjektit, ose nga individi tregtar)</u> <u>Pasqyra e ndryshimeve në kapitalet e veta</u> <u>Pasqyra e ardhurave dhe të shpenzimeve</u> <u>Pasqyra e rrjedhjes së parasë (cash flow)</u></p>
6. 25/05/2015	<p>Numri i ceshtjes: CN-063333-05-15 Arsyet e hapjes se ceshtjes: Depozitimi i vendimit, date 01.05.2015 per hapjen e nje adrese dytesore.</p> <p><u>Kane ndodhur ndryshimet e meposhtme ne Adresat e Aktivitetit;</u> eshte Shtuar Adresa: "Tirane; TIRANE; ; Kashar; KASHAR; Rruga Tirane-Durres Km.3, Kati 1, magazina; "</p> <p>Lista e Dokumenteve: <u>Vendim i asamblese se pergjithshme</u> <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u> <u>Dokumenti i autorizimit</u></p>
7. 12/06/2015	<p>Numri i ceshtjes: CN-092530-06-15 (APLIKIM PER DEPOZITIM PASQYRA FINANCIARE) Arsyet e hapjes se ceshtjes: Depozitimi i bilancit vjetor per vitin 2011.</p> <p>Lista e Dokumenteve: <u>Pasqyra e ardhurave dhe të shpenzimeve</u> <u>Akti i miratimit të bilancit nga asambleja subjektit, ose nga individi tregtar)</u> <u>Bilanci Kontabël</u></p>
8. 30/07/2015	<p>Numri i ceshtjes: CN-178597-07-15 (APLIKIM PER DEPOZITIM PASQYRA FINANCIARE) Arsyet e hapjes se ceshtjes: Depozitimi i Pasqyrave financiare per vitin 2014.</p> <p>Lista e Dokumenteve: <u>Pasqyra e ndryshimeve në kapitalet e veta</u> <u>Raport Auditimi</u> <u>Bilanci Kontabël</u> <u>Akti i miratimit të bilancit nga asambleja subjektit, ose nga individi tregtar)</u> <u>Aneksat e pasqyrave financiare, që përmbajnë një paraqitje të metodave kontabël, si dhe materialin tjetër shpjegues</u> <u>Pasqyra e rrjedhjes së parasë (cash flow)</u> <u>Pasqyra e ardhurave dhe të shpenzimeve</u></p>
9. 05/10/2015	<p>Numri i ceshtjes: CN-330318-10-15</p>

		<p>Arsyet e hapjes se ceshtjes: Depozitim i vendimit Nr.4, date 22.09.2015, ku eshte vendosur ndryshimi i selise se shoqerise.</p> <p><u>Kane ndodhur ndryshimet e meposhtme ne Adresat e Aktivitetit:</u> eshte Shtuar Adresa: "Tirane; TIRANE; ; Kashar; KASHAR; Rruga Tirane-Durres, Km. 3, Kati 1, Magazina, QTU; " eshte Hequr Adresa: "Tirane; TIRANE; ; Farke; LUNDER; Rruga Tirane - Durres, Tirana East Gate, Km. 3, Njesia B 064 niveli 1; "</p> <p>Lista e Dokumenteve: <u>Dokumenti i autorizimit</u> <u>Vendim i asamblese se pergjithshme</u> <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u></p>
10.	26/10/2015	<p>Numri i ceshtjes: CN-372699-10-15</p> <p>Arsyet e hapjes se ceshtjes: Depozitimi i Vendimit Nr.05, date 19.10.2015, ku eshte vendosur: Saktesimi i adreses kryesore te aktivitetit. Depozitimi i Kerkeses date 23.10.2015, ku eshte kerkuar: Hapja e adreses dytesore. Mbyllja e adreses dytesore.</p> <p><u>Kane ndodhur ndryshimet e meposhtme ne Adresat e Aktivitetit:</u> eshte Shtuar Adresa: "Tirane; TIRANE; ; Kashar; KASHAR; Autostrada Tirane-Durres, Km 6, Magazina Nr.01 dhe Nr.06, Qendra tregtare Univers (QTU); " eshte Shtuar Adresa: "Tirane; TIRANE; ; Farke; LUNDER; Rruga Tirane-Elbasan, Tirana East Gate, Km 3, Njesia B064, Niveli 1.; " eshte Hequr Adresa: "Tirane; TIRANE; ; Kashar; KASHAR; Rruga Tirane-Durres Km.3, Kati 1, magazina; " eshte Hequr Adresa: "Tirane; TIRANE; ; Kashar; KASHAR; Rruga Tirane-Durres, Km. 3, Kati 1, Magazina, QTU; "</p> <p>Lista e Dokumenteve: <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u> <u>Dokumenti i autorizimit</u> <u>Vendim i asamblese se pergjithshme</u></p>
11.	3/11/2015	<p>Numri i ceshtjes: CN-409873-11-15</p> <p>Arsyet e hapjes se ceshtjes: Depozitim i vendimit Nr.8, date 11.11.2015, ku eshte vendosur shitja e 25% te kuotave te z.Agim Thaqi dhe 25% te kuotave te z.Saimir Lila ne favor te z.Edmond Gjyli. Depozitim i kontrates se shitjes Nr.2304 Rep. Nr.884 Kol., date 11.11.2015, per transferimin e 50% te kuotave ne favor te z.Edmond Gjyli.</p> <p><u>Kane ndodhur ndryshimet e meposhtme tek ortakët individ:</u> eshte larguar ortaku: ("Agim Thaqi") eshte larguar ortaku: ("Samir Lila") Kane ndryshuar te dhenat per ("Edmond Gjyli"), Kontributi në para ishte</p>

		<p>("50.000,00") u be ("100.000,00") Kane ndryshuar te dhenat per ("Edmond Gjyli") , Përqindja në kapital ishte ("50,00") u be ("100,00") Kane ndryshuar te dhenat per ("Edmond Gjyli") , Numri i aksioneve ishte ("50,00") u be ("100,00")</p> <p>Lista e Dokumenteve: <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u> <u>Vendim i asamblese se pergjithshme</u> <u>Transferim i kuotave te kapitalit</u></p>
12.	25/04/2016	<p>Numri i ceshtjes: CN-659987-04-16 (Projekt bashkimi me perthithje) Arsyet e hapjes se ceshtjes: Depozitimi i Projektmarrveshjeve datë 25.03.2016, të Bashkimit me perthithje, ndërmjet shoqërisë përthithëse " IN SPORT " shpk me NUIS (NIPT) - L12218013F, dhe shoqërisë së përthithur " SEGI-SPORT " shpk me NUIS (NIPT) - K86309202U. Depozitimi i vendimeve te shoqerise "IN SPORT" sh.p.k, date 25.03.2016, ku është vendosur: 1- Nisjen e procedurës së bashkimit me përthithje,, nëpërmjet bashkimit të shoqërive. 2- Caktimi i e Znj. Sherife Hoxha, per kryerjen e aktit te ekspertimit per bashkimin me perthithje. Depozitimi i vendimeve te shoqerise "IN SPORT" sh.p.k, date 21.04.2016, ku është vendosur: Miratimi e aktit te ekspertimit per bashkimin me perthithje. Depozitimi i deklarates se shoqerise "IN SPORT" sh.p.k, date 21.04.2016. Depozitimi i deklarates se shoqerise " SEGI-SPORT " shpk, date 21.04.2016. Depozitimi i Raportit të Ekspertit Kontabël date 25.03.2016. Depozitimi i te ekspertit Depozitimi i Pasqyrave Financiare të shoqërive.</p> <p>Lista e Dokumenteve: <u>Projektmarreveshja e bashkimit</u> <u>Raport i hollësishëm që shpjegon marrëveshjen e bashkimit</u> <u>Pasqyrat financiare për tre vitet e fundit, të shoqërisë përthithëse</u> <u>Raport i ekspertëve</u></p>
13.	27/05/2016	<p>Numri i ceshtjes: CN-717548-05-16 (Miratimi i bashkimit me perthithje) Arsyet e hapjes se ceshtjes: Depozitim i Vendimit te Ortakut dt 25.05.2016 per miratimin e projektmarreveshjes se bashkimit midis shoqerise "SEGI-SPORT" shpk me NIPT K86309202U dhe "IN SPORT " shpk me NIPT L12218013F. Miratimin e raportit mbi marreveshjen e bashkimit midis shoqerise "SEGI-SPORT" shpk me NIPT K86309202U dhe "IN SPORT " shpk me NIPT L12218013F. Transferimi universal I pasurise se shoqerise "SEGI-SPORT" shpk me NIPT K86309202U tek shoqeria "IN SPORT " shpk me NIPT L12218013F si rezultat I operacionit te bashkimit me perthithje. <u>Vlera e kapitalit ishte "100.000,00" u be "200.000,00"</u> <u>Numri i aksioneve ishte "100,00" u be "1,00"</u> <u>Vlera e aksionit ishte "1.000,00" u be "200.000,00"</u></p>

		<p><u>Kane ndodhur ndryshimet e meposhtme tek ortakët individ:</u> Kane ndryshuar te dhenat per ("Edmond Gjyli"), Kontributi në para ishte ("100.000,00") u be ("200.000,00") Kane ndryshuar te dhenat per ("Edmond Gjyli"), Përqindja në kapital ishte ("100,00") u be ("200,00") Kane ndryshuar te dhenat per ("Edmond Gjyli"), Numri i aksioneve ishte ("100,00") u be ("1,00")</p> <p>Lista e Dokumenteve:</p>
14.	01/06/2016	<p>Numri i ceshtjes: CN-725286-05-16 Arsyet e hapjes se ceshtjes: Depozitim i kerkeses date 31.05.2016, per hapjen e disa adresave dytesore.</p> <p><u>Kane ndodhur ndryshimet e meposhtme ne Adresat e Aktivitetit:</u> eshte Shtuar Adresa: "Vlore; VLORE; Vlore; ; VLORE; Rruga Vlore Skele, prane Qendres Tregtare Riviera; " eshte Shtuar Adresa: "Vlore; VLORE; Vlore; ; VLORE; Rruga Vlore-Skele, Bulevardi "Ismail Qemali", Pallati i Ri prane stadiumit Flamurtari; " eshte Shtuar Adresa: "Tirane; TIRANE; Tirane; ; TIRANE; Rruga "Myslym Shyri", pallati i ri prane drejtorise se policise kati 1; " eshte Shtuar Adresa: "Shkoder; SHKODER; Shkoder; ; SHKODER; Lagjja Qemal Stafa, Bulevardi Zogu i Pare, ne pasurie 2/101, zona kadastrale 8591; "</p> <p><u>Kane ndodhur ndryshimet e meposhtme tek ortakët individ:</u> Kane ndryshuar te dhenat per ("Edmond Gjyli"), Përqindja në kapital ishte ("200,00") u be ("100,00")</p> <p>Lista e Dokumenteve: <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u> <u>Dokumenti i autorizimit</u> <u>Vendim i asamblese se pergjithshme</u></p>
15.	07/07/2016	<p>Numri i ceshtjes: CN-797238-07-16 (APLIKIM PER DEPOZITIM PASQYRA FINANCIARE) Arsyet e hapjes se ceshtjes: Depozitimi i pasqyrave financiare te vitit 2015.</p> <p>Lista e Dokumenteve: <u>Raport Auditimi</u> <u>Bilanci Kontabël</u> <u>Akti i miratimit te bilancit nga asambleja subjektit, ose nga individi tregtar)</u> <u>Pasqyra e ardhurave dhe të shpenzimeve</u></p>
16.	13/01/2017	<p>Numri i ceshtjes: CN-090509-12-16 Arsyet e hapjes se ceshtjes: Depozitimi i vendimit date 24.12.2016, ku eshte</p>

		<p>vendosur: Miratimi i largimit te Znj. Florida Tufa dhe emerimin e Z. Edmond Gjyli si administrator i shoqerise.</p> <p><u>Kane ndodhur ndrvshimet e meposhtme tek administratoret:</u> <u>eshte shtuar administratori: ("Edmond Gjyli")</u> Nga data "24/12/2016" Ne daten "24/12/2021" <u>eshte larguar administratori: ("Florida Tufa")</u></p> <p>Lista e Dokumenteve: <u>Dokumenti i autorizimit</u> <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u> <u>Vendim i asamblese se pergjithshme</u></p>
17.	21/02/2017	<p>Numri i ceshtjes: CN-166156-02-17 Arsyet e hapjes se ceshtjes: Depozitimi i Vendimit date 20.02.2017, ku eshte vendosur: Hapja e adreses dytesore. Depozitimi i Vendimit date 04.01.2017, ku eshte vendosur: Te investoje ne para (borxh) per shoqerine.</p> <p><u>Kane ndodhur ndrvshimet e meposhtme ne Adresat e Aktivitetit:</u> <u>eshte Shtuar Adresa: "Tirane; TIRANE; Tirane; ; TIRANE; Njesia Bashkiake nr 2, Rruga Abdi Toptani, Toptani Shopping Center, Kati 2; "</u></p> <p>Lista e Dokumenteve: <u>Dokumenti i autorizimit</u> <u>Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)</u> <u>Vendim i asamblese se pergjithshme</u></p>
18.	03/04/2017	<p>Numri i ceshtjes: CN-225591-04-17 (APLIKIM PER DEPOZITIM PASQYRA FINANCIARE) Arsyet e hapjes se ceshtjes: Depozitimi i Pasqyrave Financiare 2016.</p> <p>Lista e Dokumenteve: <u>Akti i miratimit te bilancit nga asambleia subjektit, ose nga individi tregtar)</u> <u>Bilanci Kontabel</u> <u>Pasqyra e ardhurave dhe te shpenzimeve</u> <u>Raport Auditimi</u></p>
19.	18/04/2017	<p>Numri i ceshtjes: CN-233390-04-17 Arsyet e hapjes se ceshtjes: Depozitimi i vendimit, date 01.04.2017 ku eshte vendosur per zmadhimin e kapitalit dhe emerimi i Sherife Hoxha, Ekspert Kontabel I Regjistruar per hartimin e raportit per zmadhimin e kapitalit te shoqerise. Depozitimi i Raportit per zmadhimin e kapitalit, date 05.04.2017. Depozitimi i vendimit, date 05.04.2017 ku eshte vendosur: Miratimi I raportit te zmadhimit te kapitalit te shoqerise.</p>

Vlera e kapitalit ishte "200.000,00" u be "77.093.000,00"

Vlera e aksionit ishte "200.000,00" u be "77.093.000,00"

Kane ndodhur ndryshimet e meposhtme tek ortakët individ:

Kane ndryshuar te dhenat per ("Edmond Gjyli"), Kontributi në para ishte ("200.000,00") u be ("77.093.000,00")

Lista e Dokumenteve:

Mandati bankar ose vertetimi i noterit per pagesen e kapitalit ne para - (nese kapitali eshte paguar)

Vendim i asamblese se pergjithshme

Akti i ekspertimit te ekspertit vleresues te licensuar per pagesen e kapitalit ne natyre

Data: 19/04/2017


Emri, Mbiemri, Nenshkrimi
(i nëpunës të sportelit)

REPUBLIKA E SHQIPERISE
Shoqeria "INSPO" Shpk

NIPT-i : L12218013F
Adresa : Autostrada Tirane Durres, km 6, Magazina Nr 01 dhe 06, QTU

Date me 01.04.2017

V E N D I M

Ortaku i Vetem i shoqerise "INSPO" Shpk Edmond Gjyli ne mbledhjen e sotme

Vendosi

1. Te miratoje rezultatin financiar te shoqerise "INSPO" Shpk per vitin 2016 sipas Pasqyrave Financiare te vitit ushtrimor 01.01.2016 deri me 31.12.2016.

2. Fitimi pas tatimit i vitit 2016 prej 34 838 844 leke do perdoret

a)	Per rritjen e kapitalit	34 838 844	leke
b)	Per rezerva ligjore (5%)	0	leke
d)	Shperndarje Dividenti	0	leke

3. Te miratoje kalimin ne rrije kapitali fitimet e pashperndara te shoqerise ne vleren 38 424 156 leke

4. Te miratoje kalimin ne rritje kapitali nga rezervat ligjore ne vleren 1 260 000 leke

5. Te miratoje kalimin ne rritje kapitali nga rezervat statutore ne vleren 2 370 000 leke

6. Per auditimin e pasqyrave financiare te vitit 2017 emerohet Eksperti Kontabel i Regjistruar Sherife Hoxha me licencen profesionale Nr. 338 date 28.03.2014 te leshuar nga Instituti Eksperteve Kontabel te Autorizuar (IEKA)

Ngarkohet si Eksperte Kontabet e Rregjistruar zj. Sherife Hoxha te depozitoje prane QKB-se Raportin per zmadhimin e kapitalit te shoqerise Insport Shpk.

Ortaku i Vetem

(Edmond GJYLI)

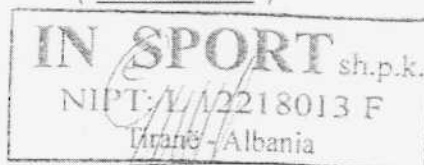


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and

IN SPORT sh.p.k.

and

Mr. EDMOND GJYLI

(as the Sole Shareholder)

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Dated 20 April 2017

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THIS SUBSCRIPTION AGREEMENT (this “**Agreement**”) is made and entered into on this April 20 of, 2017, by SPORT VISION d.o.o., a company registered in Bosnia and Herzegovina with registration number 4401843920003 and registered address Pantelinska 79A, PC Robot, Bijeljina, Bosnia and Herzegovina, represented by Rastko Novakovic, Director of Sport Vision Ltd, born on 2 December 1983 in Bijljina, Bosnia and Herzegovina, with personal identification number 021298331808665, and Personal ID no. 7T0K00554 (hereinafter the “**Subscriber**”), Mr. EDMOND GJYLI, an Albanian citizen with ID no. 028205979 (hereinafter the “**Shareholder**”), and IN SPORT sh.p.k., a limited liability company with registration NUIS nr. L12218013F (hereinafter the “**Company**”) (each of the Subscriber, the Shareholder and the Company hereinafter a “**Party**” and collectively the “**Parties**”).

WHEREAS, the Company has been formed as a limited liability company under the laws of the Republic of Albania on 10 November 2011 by the filing of its Statute in the National Registration Centre;

WHEREAS, the Shareholder currently is the sole owner of the equity interests of the Company;

WHEREAS, Subscriber wishes to subscribe and the Company wishes to issue to Subscriber an equity interest in the Company in the form of a quota the Company representing 60% of the equity interest of the Company (hereinafter such transaction the “**Subscription**”, and the issued equity interest the “**Quota**”);

WHEREAS, in connection with the Subscription the Shareholder has undertaken all the necessary corporate action to initiate and conclude a capital increase to convert the Shareholder’s retained earnings for the fiscal year 2016 into equity, as per the terms described in the Shareholder resolution include herein as Annex A (hereinafter, the “**Capital Increase**”).

WHEREAS, in connection with the Subscription the Shareholder has undertaken all the necessary corporate action that is necessary to issue the Quota after the Capital Increase (such Shareholder resolution being included herein as Annex A);

WHEREAS, in connection with the Subscription the Shareholder has waived his right of first refusal for the Quota (such waiver included herein as part of the Shareholder resolution in Annex A);

WHEREAS, in connection with the Subscription and simultaneously with this Agreement, the Shareholder and the Subscriber have entered into a Shareholder Agreement substantially in the form of Annex B;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises contained herein, intending to be legally bound hereby, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I. RECITALS, DEFINITIONS AND INTERPRETATION.

Section 1.01 Recitals.

All the above recitals incorporated in the Preamble are part of this Agreement.

Section 1.02 Definitions.

“**Action**” shall mean any claim, action, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation by or before any Governmental Authority.

“**Affiliate**” of any Person shall mean any other Person that, directly or indirectly, Controls, is under common Control with or is Controlled by that Person.

“**Agreement**” shall have the meaning set forth in the Preamble.

“**Ancillary Documents**” shall mean the Shareholder Agreement.

“**Applicable Law**” shall mean, without limitation, Law No 7850, dated 29.07.1994 “*The Civil Code of the Republic of Albania*”, as amended, Law No 9901, dated 14.04.2008 “*On Entrepreneurs and Commercial Companies*”, as amended, Law No 131/2015, dated 26.11.2015 “*On National Business Center*”, as amended, and any other Governmental Authority act, including law, bylaws, order, decree, regulation, license, authorization or any other approval by a Governmental Authority which has jurisdiction and the relevant authority on the Parties, as they may change from time to time.

“**Balance Sheet Date**” shall mean the balance sheet received from the Company as of 31 December 2016.

“**Business**” shall mean shall mean the import, export, distribution and sale of sporting goods (retail and wholesale) in the Republic of Albania.

“**Business Day**” shall mean any day on which the Bank of Albania is customarily open for the purpose of transacting business.

“**Bylaws**” shall mean the corporate bylaws of the Company, as they may be amended, as from time to time in effect.

“**Closing**” shall have the meaning set forth in Section 2.03 of this Agreement.

“Closing Date” shall mean the date when all of the following have occurred (i) the Capital Increase has been registered with the National Business Center, (ii) the payment for the Quota and the Share Premium has been made, and (iii) the Company has registered with the National Business Center the Shareholder’s resolution for the issuance of the Quota, pursuant to Article 169 of Law No 9901, dated 14.04.2008 *“On Entrepreneurs and Commercial Companies”*, as amended.

“Control” shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The term **“Controlled”** shall have a correlative meaning.

“Debt” shall mean all material obligations of a Person (i) for borrowed money, (ii) evidenced by notes, promissory notes, bonds, debentures or similar instruments and (iii) the nature of guarantees of obligations of the type described in clauses (i) and (ii) above of any other Person.

“Governmental Authority” shall mean: (i) the Government of the Republic of Albania, any ministry, department or any of their subdivisions; and (ii) any other Person, agency or authority under direct or indirect control of the Republic of Albania, which has jurisdiction on the Parties according to Applicable Law.

“Indemnifying Party” shall have the meaning set forth in Section 7.01 of this Agreement.

“Indemnitee” shall have the meaning set forth in Section 7.01 of this Agreement.

“Intellectual Property” means any patent (including all reissues, divisions, continuations and extensions thereof), patent application, patent right, trademark, trademark registration, trademark application, servicemark, trade name, business name, brand name, copyright, copyright registration, design, design registration, or any right to any of the foregoing.

“Material Contracts” shall have the meaning given to such term in the Preliminary Due Diligence List that was sent to the Company, included herein as Annex C.

“Lien” shall mean any mortgage, pledge, lien, security interest, attachment or encumbrance.

“License Agreement” shall mean the license agreement that shall be entered between the Company and the Subscriber for the use of Sport Vision’s Intellectual Property rights, within a reasonable time after the Closing Date.

“Losses” shall mean any and all losses, damages, deficiencies, awards, assessments, amounts paid in good faith settlements, judgments, fines, penalties, costs and expenses (including, without limitation, legal costs and expenses and the costs of investigation to the extent necessary).

“National Business Center” shall mean the administrative authority founded in accordance with Law No 131/2015, dated 26.11.2015 *“On National Business Center”*.

“Party” or **“Parties”** shall have the meaning set forth in the Preamble.

“Permits” shall have the meaning set forth in section 3.12.

“**Person**” shall mean any individual, partnership, corporation, limited liability company, association, trust, joint venture, unincorporated organization or any other entity, including any Governmental Authority.

“**Proceeding**” shall have the meaning set forth in section 3.12.

“**Quota**” shall have the meaning set forth in the recitals.

“**Rented Property**” shall have the meaning set forth in section 3.06.

“**Shareholder**” shall have the meaning set forth in the Preamble.

“**Shareholder Agreement**” shall mean the shareholder agreement entered into on the date hereof between Mr. Gjyli and the Subscriber.

“**Share Premium**” shall mean the difference between the nominal value of the newly issued Quota 115. 639. 500 ALL (one hundred and fifteen million six hundred thirty nine thousand and five hundred) equal with 855.321, 74 Euro and the total contribution of EUR 1.027.000 (one million and twenty seven thousand Euros), which the Subscriber will pay as its contribution to participate in the registered capital of the Company in accordance with the terms and conditions provided for in this Agreement. As of the date of this Agreement the Share Premium is 171. 679, 26 Euros.

“**Subscriber**” shall have the meaning set forth in the Preamble.

“**Tax**” or “**Taxes**” shall mean taxes and governmental impositions or charges of any kind payable to any local or foreign taxing authority and interest or penalties imposed with respect thereto; and “**Tax Returns**” shall mean returns, reports, and information statements with respect to Taxes required to be filed with any taxing authority, domestic or foreign.

Section 1.03 Interpretation.

(a) Article headings in this Agreement are for convenience only and shall not be taken into account in the interpretation hereof.

(b) In this Agreement, words importing a particular gender shall be deemed to include the other genders, words importing natural persons shall be deemed to include corporate bodies and associations of persons, and words importing the singular shall be deemed to include the plural, and *vice versa*.

(c) The schedules, annexes and exhibits of this Agreement form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes all the schedules, annexes and exhibits.

(d) When any number of days is referred to in this Agreement, that number shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding Business Day.

(e) All references to time in this Agreement shall be to local time in Albania.

(f) The *contra proferentem* rule, i.e., rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting or preparation of the Agreement, shall not apply in relation to the interpretation of this Agreement.

(g) Unless otherwise stated in this Agreement, any reference to any legislation shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any by laws, regulations, orders, notices, directions, consents or permissions made there under and any conditions attaching thereto and having legal effect.

(h) A document is a reference to that document as from time to time supplemented or varied in accordance with this Agreement.

ARTICLE II. PURCHASE AND SALE OF EQUITY INTERESTS.

Section 2.01 Subscription.

Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Subscriber hereby agrees to subscribe for the Quota of the Company, and the Company hereby agrees to issue to Subscriber, one quote of the Company representing 60% of the issued and outstanding equity interest of the Company, based on the Company's agreed upon valuation as of December 31, 2016.

Section 2.02 Amount and Payment of the Purchase Price.

(a) In consideration for the Quota and the Share Premium, Sport Vision agrees to contribute in the Company EUR 1,027,000 (one million and twenty seven thousand Euros), in immediately available funds in the Company accounts listed below:

In Euro: AL56 2051 1519 5216 89CL PRCF EURP
In ALL: AL19 2051 1519 5216 89CL PRCL ALLO

Banka Kombtare Tregtare

(b) The Parties agree and understand that the above amounts shall be the total and the maximum monetary contributions that Subscriber will pay for the Quota and the Share Premium and the Company warrants that Subscriber will not pay any other amount.

Section 2.03 The Closing.

Upon the terms and subject to the conditions hereinbefore and hereinafter set forth, the consummation of this Agreement and the Subscription contemplated herein (the "Closing") shall take place on the Closing Date.



ARTICLE III. WARRANTIES AND REPRESENTATIONS RELATING TO THE COMPANY

The Company and the Shareholder, jointly and severally, hereby represent and warrant to the Subscriber as of the date hereof and as of the Closing Date as follows:

Section 3.01 Due Organization, Authorization and Good Standing of the Company.

The Company is duly organized, validly existing and in good standing under the Applicable Law. The Company has full corporate power and corporate authority to carry on its Business, to own and use the properties owned and used by it and to perform its obligations under this Agreement.

Section 3.02 Authority Relative to this Agreement.

The Company has the requisite power and authority to enter into, execute, deliver and perform this Agreement, and to consummate all transactions contemplated thereby. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transaction so contemplated. This Agreement has been validly executed and delivered by the Company and constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

Section 3.03 Capitalization.

All of the issued and outstanding quota(s) of the Company are duly authorized, validly issued, and fully paid (other than the Quota which is not yet paid). Except for the Quota and the quota owned by the Shareholder, there are no other equity securities of the Company issued, reserved for issuance or outstanding. There is no warrant, right, option, conversion privilege, or other contractual obligation which obligates the Company to offer, issue, purchase or redeem any equity interest or Debt or other securities convertible into or exchangeable for equity interest in the Company (now, in the future or upon the occurrence of any contingency).

Section 3.04 No Violation or Approval.

(a) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in the breach or violation of, or a default under the statute of the Company, or any material agreement to which the Company is a party or by which any of its properties are bound, any fiduciary duty or any order, judgment, decree, rule or regulation of any court or any Government Authority or body having jurisdiction over the Company or its properties. No consent, approval, order or authorization of, or negotiation, declaration or filing with, any Governmental Authority or entity or other party is required of, and has not been obtained or made by the Company in connection with the execution and delivery of this Agreement or the consummation of any of the transaction contemplated hereby.

(b) There is no Action pending against, affecting or, threatened against the Company or any of its assets properties before any court or arbitrator or any governmental body, agent or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement.



Section 3.05 Financial Statements.

(a) The financial statements of the Company for the year ending on December 31st, 2016, 2015, and 2014, as presented to the Subscriber and its advisers, are true and correct and present fairly, in all material respects, the financial position of the Company and the results of their operations as of the dates and for the periods specified therein in conformity with the Albanian standards of accounting principles.

(b) The Company does not have any liabilities or obligations of any nature (whether accrued, absolute, contingent, unasserted or otherwise) of a nature required by the Albanian standards of accounting principles to be reflected in the Company's financial statements except (i) as disclosed, reflected or reserved against in the Company's financial statements and the notes thereto, (ii) for items set forth in Schedule 3.05, or (iii) for liabilities and obligations incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and not in violation of this Agreement and (iv) for Taxes.

Section 3.06 Real Estate

(a) The Company does not own any real property. Schedule Section 3.06 sets forth a complete list of all real property and interests in real property rented by the Company (individually, a "**Rented Property**"). The Company has entered into valid rental agreements for each Rented Property and enjoys full rights over the rented premises in accordance with the rental agreements' terms, in each case free and clear of all Liens.

(b) The Rented Property (i) is appropriate for to conduct the Business as it has been conducted in the ordinary course consistent with past practice and (ii) has no material defects and no significant repairs thereof are required.

Section 3.07 Intellectual Property

Except for the use of the Sport Vision brand, the past and future use of which shall be regulated through the License Agreement, the conduct of the Business of the Company as presently conducted does not violate, conflict with or infringe the Intellectual Property of any other Person. There are no claims pending or, to the knowledge of Shareholder and the Company, threatened, against the Company by any Person with respect to the ownership, validity, enforceability, effectiveness or use in the Business of the Company and the Subsidiaries of any Intellectual Property and the Company has not received any written or oral communication alleging that the Company violated any rights relating to Intellectual Property of any Person.

Section 3.08 Contractual Obligations.

(a) Schedule 3.08 hereto contains a true and complete list of all Material Contracts.

(b) The Company has made available for review by Subscriber a true and complete copy of each of the written contractual obligations described above and in effect on the date hereof, including without limitation, all amendments and supplements thereto and all waivers there under. The Company is not in default under or in breach or violation of, nor has an event occurred in which (with or without notice, lapse of time or both) would constitute a default by the Company or any party under any contractual obligation.



Section 3.09 Inventory.

Each item of inventory of the Company whether reflected on the balance sheet or subsequently acquired, (a) is free of any material defect or deficiency, (b) is in good, usable and currently marketable condition in the ordinary course of the business of the Company and (c) is properly reflected in the books and records of the Company at the lesser of cost and fair market value, with adequate obsolescence reserves, all as determined in accordance with Albanian accounting standards. The inventory of the Company is generally of a quality and quantity usable and salable at customary gross margins and with customary markdowns consistent in all material respects with past practice in the ordinary course of business and is reflected on the balance sheet and in the books and records of the Company in accordance with Albanian accounting standards. Since the Balance Sheet Date, there have not been any write-downs of the value of, or establishment of any reserves against, any inventory of the Company.

Section 3.10 Personal Property.

Schedule 3.10 sets forth a brief description of each item of personal property of the Company with an original cost in excess of €2,000 (two thousand Euros), indicating, in each case, the purchase price thereof, the year of purchase and the accumulated book depreciation. Each such item is in good working order (ordinary wear and tear excepted), is free from any material defect and has been well maintained and no repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred.

Section 3.11 Receivables.

All the accounts receivable of the Company (a) represent actual indebtedness incurred by the applicable account debtors and (b) have arisen from bona fide transactions in the ordinary course of the business of the Company. All such accounts receivable are good and collectible at the aggregate recorded amounts thereof, net of any applicable reserves for doubtful accounts reflected on the balance sheet. Since the Balance Sheet Date, there have not been any write-offs as uncollectible of any customer accounts receivable of the Company, except for write-offs in the ordinary course of the business of the Company and consistent with past practice.

Section 3.12 Permits

Schedule 3.12 sets forth all certificates, licenses, permits, authorizations and approvals (hereinafter the "Permits") issued or granted to the Company or a Subsidiary. All such Permits are validly held by the Company, and the Company has complied in all material respects with all terms and conditions thereof. None of the Shareholder or the Company has received notice of any suit, action or proceeding (hereinafter the "Proceeding") relating to the revocation or modification of any such Permits.

Section 3.13 Insurance

The Company maintains policies of fire and casualty, liability and other forms of insurance in such amounts, with such deductibles and against such risks and Losses as are, in the Company's reasonable judgment, adequate for the Business and assets of the Company. The insurance policies are set forth on Schedule 3.13. All such policies are in full force and effect, all premiums due and payable thereon have been paid (other than retroactive or retrospective premium adjustments that are not yet, but may be, required to be paid with respect to any period ending prior to the Closing Date. The activities and operations of the Company have been conducted in a manner so as to conform in all material respects to all applicable provisions of such insurance policies.

Section 3.14 Taxes

The Company has duly filed, on a timely basis all Tax Returns which it is required to file, if any, and all material liabilities for Tax (including interest and penalties) have been paid, if any. No taxing authority has asserted either orally or in writing any adjustment that could result in an additional Tax for which the Company is or may be liable, and there is no pending audit, examination, investigation, dispute, proceeding or claim for which the Company has received notice relating to any Tax for which the Company is or may be liable.

Section 3.15 Proceedings

There are no Proceedings pending or, to the knowledge of Shareholder and the Company, threatened, against the Company by any Person and there is not any Proceeding or claim by the Company pending, or which the Company intends to initiate, against any other Person.

Section 3.16 Absence of Changes; Operations in Ordinary Course.

Since the Balance Sheet Date, the Company has not (i) increased the compensation of any of its directors, officers, employees, (ii) incurred any Debt, (iii) entered into or performed any contract, agreement, deed, mortgage, lease, license, other instrument, commitment, undertaking, arrangement or understanding, or other transaction, other than as specifically contemplated by this Agreement, or (iv) made any loan or advance of funds or assets of any kind, or forgiven any loan or advance to any Person (v) has not had any material adverse change in the Business, assets, condition (financial or otherwise) or results of operations of the Company, taken as a whole.

Section 3.17 Operations in Conformity with Law.

The Company has not been nor is in violation of, or in default under, any legal requirement under the Applicable Law. Furthermore, there are no pending or, to the knowledge of the Company, officers and directors, threatened Actions against the Company, or the knowledge of the Company, any basis therefore.

Section 3.18 Labor Relations

There presently is no existing dispute or controversy between the Company and any of its employees. The Company is in compliance in all material respects with any employment agreements.

Section 3.19 Effect of Subscription

No creditor, employee, client, customer or other Person having a material business relationship with the Company has changed, or informed the Shareholder or the Company that such Person intends to change, such relationship because of the subscription or the consummation of any other transaction contemplated hereby or in the Ancillary Documents.

Section 3.20 Corporate Name.

The Company has the exclusive right to use the name of the Company and no other Person has ever been or presently is authorized by to use the name of the Company.



Section 3.21 Disclosure

No representation or warranty of contained in this Agreement or in any Ancillary Agreement, and no statement contained in any document, certificate or Schedule furnished or to be furnished pursuant to this Agreement, contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact necessary, in light of the circumstances under which it was or will be made, in order to make the statements herein or therein not misleading or necessary in order to fully and fairly provide the information required to be provided in any such document, certificate or schedule. The financial projections relating to the Company delivered to the Subscriber were prepared on the basis of assumptions the Company reasonably believed in good faith at the time of preparation to be reasonable and the Shareholder and Company do not have any knowledge of any fact or information that would lead them to believe that such assumptions are incorrect or misleading in any material respect.

Section 3.22 Suppliers

Except as set forth in Schedule 3.22, between the Balance Sheet Date and the date of this Agreement, the Company has not entered into or made any contract or commitment for the purchase of merchandise other than in the ordinary course of business consistent with past practice. Except for the suppliers named in Schedule 3.22, the Company does not have any supplier (other than the Subscriber) from whom it purchased more than 5% of the total amount of goods and services which it purchased during its most recent full fiscal year. Except as set forth in Schedule 3.22, since the Balance Sheet Date, there has not been (i) any material adverse change in the business relationship of the Company with any supplier of merchandise named in Schedule 3.22 or (ii) any change in any material term (including credit terms) of the supply agreements or related arrangements with any such supplier.

Section 3.23 Customers.

Except for the customers named in Schedule 3.23, the Company has no customer to whom it made more than 5% of their total sales during its most recent full fiscal year. Except as set forth in Schedule 3.23, since the Balance Sheet Date, there has not been (i) any material adverse change in the business relationship of the Company with any customer named in Schedule 3.23 or (ii) any change in any material term (including credit terms) of the sales agreements or related agreements with any such customer. During the past two years the Company has not received any written or oral customer complaint concerning their products and services, nor has had any of its products returned by a purchaser thereof, other than complaints and returns in the ordinary course of business.

Section 3.24 Company's Statute.

The Company have heretofore delivered or caused to be delivered (or will hereinafter deliver or cause to be delivered prior to the Closing Date) to Subscriber or its counsel accurate and complete copies of the Company's statute, together with all amendments issued and/or filed , if any. Nothing contained in any of the foregoing prevents or adversely effects the consummation of the transactions contemplated by this Agreement.

ARTICLE IV. WARRANTIES AND REPRESENTATIONS RELATING TO THE SUBSCRIBER.

Subscriber hereby represents and warrants to the Shareholder and the Company as follows:

Section 4.01 Due Organization, Authorization and Good Standing of the Subscriber.

The Subscriber is duly organized, validly existing and is in good standing under the laws of Bosnia Hercegovina.

Section 4.02 Authority Relative to this Agreement.

The Subscriber has the requisite corporate power and corporate authority to execute, deliver and perform this Agreement, and consummate all transactions contemplated hereby. The execution and delivery of this Agreement by Subscriber and the consummation by the Subscriber of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Subscriber are necessary to authorize this Agreement or to consummate the transaction so contemplated. This Agreement is the valid and legally binding obligation of the Subscriber, enforceable against it in accordance with its terms.

Section 4.03 No Violation or Approval.

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in the breach or violation of, or a default under the Bylaws of the Subscriber, or any statute applicable to the Subscriber or any material agreement to which the Subscriber is a party or by which any of its properties are bound, any fiduciary duty or any order, judgment, decree, rule or regulation of any court or any Government Authority or body having jurisdiction over the Subscriber or its properties. No consent, approval, order or authorization of, or negotiation, declaration or filing with, any Governmental Authority or entity or other party is required of, and has not been obtained or made by the Subscriber in connection with the execution and delivery of this Agreement or the consummation of any of the transactions contemplated hereby.

Section 4.04 Financial Condition.

Subscriber has, as of the date hereof, and will have as of the Closing Date sufficient funds to pay the Quota subject to the terms and conditions contained in this Agreement.

ARTICLE V. CONDITIONS PRECEDENT

Section 5.01 Conditions to the Obligation of the Subscriber.

The obligations of the Subscriber to pay for the Quota shall be subject to the satisfaction at or prior to the Closing of the following conditions:

- (a) *Completion of Due Diligence.* The Subscriber shall have finished its due diligence and the results shall have been satisfactory in the Subscriber's sole discretion.
- (b) *Capital Increase.* The Shareholder shall have completed the Capital Increase.
- (c) *Company Approval.* This Agreement and the issuance and subscription of the Quota shall have been approved and adopted by the requisite corporate action of the Company;
- (d) *Execution of the Ancillary Agreements.* Simultaneously with this Agreement, the Parties thereto shall have executed the Ancillary Agreements;

(e) *No Injunctions or Restraints; Illegality.* To the knowledge of the Company, no statute, rule, regulation, executive order, decree, ruling, temporary restraining order; preliminary or permanent injunction or other order shall have been enacted, entered, promulgated, enforced or issued by any court or Governmental Authority of competent jurisdiction or shall otherwise be in effect which prohibits, restrains, enjoins or restricts the consummation of the acquisition; and

(f) *Representations and Warranties.* The representations and warranties of the Company contained in this Agreement shall be true and correct in all respects at and as of the Closing Date as if made at and as of such time.

Section 5.02 Conditions to the Obligations of the Company

The obligations of the Company to register the subscription pursuant to Article are also subject to the following conditions:

(a) *No Injunctions or Restraints; Illegality.* To the knowledge of the Subscriber, no statute, rule, regulation, executive order, decree, ruling, temporary restraining order; preliminary or permanent injunction or other order shall have been enacted, entered, promulgated, enforced or issued by any court or Governmental Authority of competent jurisdiction or shall otherwise be in effect which prohibits, restrains, enjoins or restricts the consummation of the acquisition;

(b) *Representations and Warranties.* The representations and warranties of the Subscriber contained in this Agreement shall be true and correct in all respects at and as of the Closing Date as if made at and as of such time.

(c) *Execution of the Ancillary Agreements.* Simultaneously with this Agreement, the respective Parties shall execute the Ancillary Agreement;

(d) *Subscriber Approval.* This Agreement and the acquisition shall have been approved and adopted by the requisite corporation action of the Subscriber; and

(e) *Payment of the Purchase Price:* The Subscriber has paid the purchase price in full as per the terms of this Agreement.

ARTICLE VI. COVENANTS

Section 6.01 Disclosure.

From time to time, on and prior to the Closing Date, Subscriber shall promptly notify the Company and the Company shall promptly notify Subscriber upon becoming aware of any fact, occurrence or event that would cause any of the representations and warranties contained in ARTICLE III ("Warranties and Representations Relating to the Company") or ARTICLE IV ("Warranties and Representations Relating to the Subscriber") to be inaccurate or incomplete in any material respect.



Section 6.02 Further Action.

Upon the terms and subject to the conditions hereof, the Parties hereto shall use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all other things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, and to satisfy or cause to be satisfied all conditions precedent to its obligations under this Agreement.

Section 6.03 Public Announcements.

Subscriber, the Shareholder and the Company shall consult with each other before issuing any press release with respect to the acquisition or this Agreement and shall not issue any such press release or make any public statement without the prior consent of the other Party, issue such press release or make such public statement as may upon the advice of outside counsel be required by law, after giving notice thereof to each other Party to this Agreement in accordance with ARTICLE IX (General Provisions).

ARTICLE VII. INDEMNIFICATION.

Section 7.01 Indemnification.

Subject to the terms of this ARTICLE VI, the Shareholder and the Company (in its capacity as an indemnifying party, an "**Indemnifying Party**"), agrees to, jointly and severally, indemnify Subscriber (in its capacity as an indemnified party, an "**Indemnitee**") and hold the Subscriber harmless, and the Subscriber (in its capacity as indemnifying party, an "**Indemnifying Party**") agrees to indemnify the Shareholder and the Company (each in its capacity as indemnified party, an "**Indemnitee**") and hold the Company harmless, from, against, and in respect of any and all Losses arising from and related to any of the following:

(a) *The Company.* In the case of the Company or Shareholder as an Indemnifying Party any breach of any representation, warranty or covenant made by the Company or the Shareholder in this Agreement.

(b) *The Subscriber.* In the case of the Subscriber as an Indemnifying Party any breach of any representation or warranty made by the Subscriber in this Agreement.

Section 7.02 Third Party Claims.

Promptly after (a) becoming aware of any fact, occurrence or event which may give rise to a claim for indemnification under this Section 7.02 (Third Party Claims); or (b) the receipt by an Indemnitee of notice of the commencement of any Action or other claim against such Indemnitee by a third party, such Indemnitee shall, if a claim with respect thereto is or may be made against any Indemnifying Party, give such Indemnifying Party written notice of the nature and basis of such claim. Prior to the 30th day after receipt by the Indemnifying Party of a notice from the Indemnitee with respect to the commencement of an Action or other claim by a third party, the Indemnitee will defend against such claim (provided that the Indemnitee shall not settle such claim). The Indemnifying Parties shall have the right to defend such claim, at the Indemnifying Party's expense and with counsel of their choice reasonably satisfactory to the Indemnitee, *provided, that*, the Indemnifying Party so notifies the Indemnitee within thirty (30) days after receipt of such notice. In the event the Indemnifying Party does not assume defense of such claim and so provided, (i) the Indemnitee shall defend against such claim (provided that the Indemnitee shall not settle such claim unless such judgment or



settlement contains an unconditional term proving for a release to be given by the claimant in question or plaintiff to the Indemnifying Party of and from all liability in respect to such claim); and (ii) the Indemnifying Party will remain responsible for any Losses the Indemnitee may suffer as a result of such claim to the extent provided by this Section 7.02. Regardless of which Party shall assume the defense of a claim, each Party shall provide to the other Party upon request all information and documentation reasonably necessary to support and verify any Losses which give rise to such claim for indemnification and shall provide reasonable access to all books, records and employees in their possession or under its control which would have a bearing on such claim.

ARTICLE VIII. TERMINATION.

Section 8.01 Termination.

This Agreement may be terminated at any time prior to the Closing Date, notwithstanding approval thereof by the Company:

- (a) by mutual written consent of the Subscriber and Company;
- (b) by Subscriber if any of the conditions set forth in Section 5.01 shall have become incapable of fulfillment, and shall not have been waived by Subscriber;
- (c) by Company if any of the conditions set forth in Section 5.02 shall have become incapable of fulfillment, and shall not have been waived by Company; or
- (d) by either Subscriber or the Company if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued a non-appealable final order, decree or ruling or taken any other Action having the effect of permanently restraining, enjoining or otherwise prohibiting the transaction. In such case, the Parties agree to negotiate in good faith new favorable terms and conditions and agree that they shall reach a new agreement within ninety (90) days from the date of such final order, decree or ruling. In case the Parties do not reach an agreement within such period, then this Agreement shall be terminated.

Section 8.02 Effect of Termination.

Without prejudice to Section 8.01(d), in the event of a termination of this Agreement pursuant to this Section, this Agreement shall forthwith become void.

Section 8.03 Fees and Expenses.

All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses, whether or not the acquisition is consummated.

ARTICLE IX. GENERAL.

Section 9.01 Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the Republic of Albania.

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Section 9.02 Arbitration

Any dispute or controversy arising between the Parties and relating to the existence, validity, construction, performance and/or termination of this Agreement which the Shareholders are unable to resolve amicably between them, shall be finally decided by a three-person Arbitral Tribunal under the Rules of Arbitration of the International Chamber of Commerce (ICC), with one arbiter being nominated by the Subscriber, one by Mr. Gjyli and the third by the two arbiters, jointly. The place of arbitration shall be Vienna, Austria, and the language of the arbitration proceedings shall be English.

Section 9.03 Assignment; Guarantee of Obligations.

The Subscriber may assign all or any of its rights hereunder to an Affiliate provided that no such assignment shall relieve the assigning Party of its obligations hereunder. Any assignment, transfer, charge or disposal in contravention of this clause shall be invalid.

Section 9.04 Notices.

(a) All notices and other communications required or permitted hereunder will be in writing, in English and/or Albanian language, and will be delivered by fax or e-mail and promptly thereafter confirmed by registered mail with acknowledgement of receipt mailed to following addresses:

if to Company or to the Company: IN Sport

Dyqani Sport Vision
Adidasi I Madh, Ne Kryqezim Te Drejtorise Se Policise,
Myslym Shyri,
Tirane, Albania,
Att: Edmond Gjyli
Nr. Tel: +355 68 207 6677
Email : edmond.gjyli@sportvision.al

If to Subscriber, to: Ratsko Novakovic

Sport Vision D.O.O.
Pantelinska 79A (Poslovni centar Robot)
76300 Bijeljina
Bosna i Hercegovina
Fax: +387 55 259 250;
E-mail: predragboskovic@sportvision.ba;
Attn. Predrag Boskovic

with a separate copy to (which shall not constitute notice hereunder):

Rezart Spahia
Frost & Fire Consulting
ABA Business Center, Suite 1401
Tirana, Albania

Email: rezart.spahia@ffconsulting.al

(b) Any alteration of the contact details must be reported by the relevant Party through registered letter or per e-mail to the other Party. Each Party shall bear the risk of non-receipt of correspondence and documents, if they have not complied with the formalities of this Section.

Section 9.05 Severability.

In the event that any provision of this Agreement is held to be unenforceable by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties so closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 9.06 Entire Agreement.

This Agreement embodies the entire agreement and understanding among the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, undertakings and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof.

Section 9.07 Amendment and Waiver.

This Agreement may be amended only by a written agreement executed by the Parties hereto. No provision of this Agreement may be waived except by a written document executed by the Party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.

Section 9.08 Parties in Interest.

This Agreement shall be binding upon and in and solely to the benefit of each Party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reasons of this Agreement.

Section 9.09 No Waiver; Remedies Cumulative.

No failure or delay on the part of any Party hereto in the exercise of any right hereunder shall impair such right to be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 9.10 Negotiation of the Agreement.

Each of the Parties acknowledges that it has been represented by independent counsel of its choice throughout the negotiations that have preceded the execution of this Agreement and that it has executed the same with consent and upon the advice of said independent counsel. Each Party and its counsel cooperated in

Handwritten signature and initials in the bottom right corner of the page.

the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto shall be deemed the work product of the Parties and may not be construed against any Party by reason of its preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that drafted it is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the Parties and this Agreement.

Section 9.11 Language

This Agreement has been executed in both English and Albanian and both texts are authentic. In the event of any discrepancy between the versions, the English language version shall govern. The Albanian version may be used for evidentiary purposes.

Section 9.12 Counterparts.

This Agreement may be executed in any number of counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHERE OF, the Subscriber, the Company and the Shareholder have caused this Agreement to be executed as of the date first above written.

SUBSCRIBER: Sport Vision d.o.o

By: Ratsko Novakovic

Title: Director of the Company

Ratsko Novakovic



SHAREHOLDER: Edmond Gjyli

Edmond Gjyli

Title: Sole Shareholder

Edmond Gjyli

COMPANY: IN Sport

By: Edmond Gjyli

Title: Sole Shareholder



Edmond Gjyli

R

Edmond Gjyli

IN WITNESS WHERE OF, the Signatories of the Company and the Shareholders have caused this Agreement to be executed as of the date first above written.

SCHEDULES

SCHEDULE 3.05

FINANCIAL STATEMENTS

SEGI SPORT shpk

1. Financial statement for the time period from 01.01.2013 to 31.12.2013;
2. Financial statement for the time period from 01.01.2014 to 31.12.2014, with end date of financial statement 15.03.2015;
3. Financial statement for the time period from 01.01.2015 to 31.12.2015 with ending date of financial statement 31.03.2016;

IN SPORT shpk

1. Financial statement for the time period from 01.01.2013 to 31.12.2013 (unaudited).
2. Financial statement for the time period from 01.01.2014 to 31.12.2014 with ending date of financial statement on 31.01.2014; (audited);
3. Financial statement for the time period from 01.01.2015 to 31.12.2015 with ending date of financial statement on 31.03.2016 (audited);
4. Financial statement for the time period from 01.01.2016 to 31.11.2016.

SCHEDULE 3.06

RENTED PROPERTY

1. Rented property at Toptani Shopping Centre with a surface of approximately 509.29 sq.m.
2. Rented property at Qendra Tregtare Unives (QTU) with a surface of approximately 140 sq.m.
3. Rented property at Qendra Tregtare Unives (QTU) with a surface of approximately 88 sq.m.
4. Rented property (warehouse facilities) at Qendra Tregtare Unives (QTU) with a surface of approximately 121 sq.m.
5. Rented property at Tirana East Gate (TEG) with a surface of approximately 591 sq.m.
6. Rented property in Vlora, Albania with a surface of approximately 35 sq.m.
7. Rented property in Vlora, Albania with a surface of approximately 120.7 sq.m.
8. Rented property in Vlora, Albania with a surface of approximately 109 sq.m.
9. Rented property in Shkodra, Albania with a surface of approximately 102.27 sq.m.
10. Rented property at Rr. "Myslym Shyri" with a surface of approximately 470.07 sq.m.



SCHEDULE 3.08

CONTRACTUAL OBLIGATIONS OF THE COMPANY

1. Selling Agreement between the seller Sport Vision d.o.o and the buyer "SEGI SPORT" SHPK dated 01.01.2016 with the object of selling trade mark goods for which the seller is authorized.
2. Lease Agreement between the lessor "Tirana East Gate" and the lessee "In Sport" shpk dated 23.06.2013 with the object of leasing premises.
3. Lease Agreement between the lessor "Tirana East Gate" and the lessee "In Sport" shpk dated 23.06.2015 with the object of leasing warehouse facilities.
4. Lease Agreement dated 31.12.2016 between the lessor Arta Mici and the lessee In Sport shpk with the object of leasing commercial premises.
5. Lease Agreement dated 01.01.2017 between the lessor Adrian Kushta and the lessee In Sport shpk with the object of leasing premises.
6. Lease Agreement dated 28.03.2017 between the lessor Edmond Gjyli and the lessee In Sport shpk with the object of leasing premises.
7. Lease Agreement dated 14.04.2017 between the lessor Lutfi Brahim and Arber Brahim and the lessee In Sport shpk with the object of leasing premises.
8. Lease Agreement no. 2079 Rep., no. 568 Col., dated 29.10.2016 between the lessors Afrim Golemi and Shpresa Golemi and the lessee In Sport shpk with the object of leasing premises.
9. Lease Agreement no. 3887 Rep., no. 865 Col., dated 08.08.2016 between the lessor Gener 2 shpk and the lessee In Sport shpk with the object of leasing and operating retail unit.
10. Lease Agreement between the lessor Qendra Tregtare Univers shpk and the lessee In Sport shpk dated 26.06.2015.
11. Selling Agreement between the seller Sport Vision d.o.o and the buyer "SEGI SPORT" SHPK entered into in 2017 with the object of selling trade mark goods.
12. Decision of the sole shareholder of the company "In Sport" shpk dated 04.01.2017 with the object of lending the sum of 15,697,935 ALL, by the shareholder Edmond Gjyli to the Company.



SCHEDULE 3.10

SCHEDULE 3.10

PERSONAL PROPERTY

Personal Property	Quantity	Entrance Value	Residual Value
1. Operation expenditures (Electric Wiring), furnishing and investments for business start-up		4,907,206	3,545,456
2. Investment for the TEG Store		1,003,118	641,996
3. Investment for the QTU Store		3,505,500	2,243,520
4. Store Furniture (QTU)		1,205,000	790,723
5. Store Furniture (TEG)		2,050,100	1,583,304
6. IT equipment		207,497	1,045,257
7. Fiscal device		75,314	107,935
8. Desk	1	89,219	60,669
9. Desk	1	31,092	21,143
10. Metallic Shelves		101,054	275,846
11. Palmar		165,792	119,370
12. Printer + UPS		38,433	24,597
13. Transportation van		910,000	606,667
14. Refrigerators		-	32,266
15. Working Desk + Chair		-	-
16. Others		-	268,787
TOTAL		17,336,966	11,367,535

SCHEDULE 3.12

PERMITS

(NO EVIDENCE)

Personal Property	Quantity	Estimated Value	Residual Value
1. Personal expenditures (Electric Wiring, Remodelling and improvements for business start-up)		4,907,388	2,242,456
2. Investment for the TBO Store		1,007,118	641,996
3. Investment for the OTU Store		2,762,800	2,343,220
4. Store Fixtures (OTU)		1,262,000	790,723
5. Store Fixtures (TBO)		2,100,100	1,262,304
6. IT equipment		307,987	1,042,227
7. Local device		72,344	107,932
8. Desk	1	60,219	60,600
9. Desk	1	31,882	21,143
10. Metallic Shelves		101,054	222,846
11. Printer		162,792	119,270
12. Printer + UPS		28,422	24,297
13. Transportation van		210,000	602,667
14. Refrigerators			22,286
15. Working Desk + Chair			208,787
16. Expans			11,267,228
TOTAL		17,266,966	11,267,228

SCHEDULE 3.13

INSURANCE POLICIES

(NO EVIDENCE)

- 1. State Farm (2/7/02)
- 2. Liberty
- 3. Liberty
- 4. Av State Trooper Special
- 5. State Farm
- 6. Office State Farm

SCHEDULE 3.22

SUPPLIERS OF THE COMPANY

1. Sport Vision d.o.o (87%).
2. Bakra d.o.o.
3. Univers d.o.o.
4. Av Sport Tregovina Speedo.
5. Skechers sarl.
6. Office Shoes sh.p.k.



SCHEDULE 3.23

CUSTOMERS OF THE COMPANY

1. Aida Dhima.
2. Ida Tushi.
3. Emil Qytyku.
4. Ange Ndreca.
5. Endri Treska.
6. Global Elektronik.

A handwritten signature in black ink, consisting of a large, stylized 'R' above a series of vertical and horizontal strokes.

W HEDULE 3.3

ANNEX A

CUSTOMERS OF THE COMPANY

SHAREHOLDER RESOLUTION

- 1. Asia Pacific
- 2. Asia Pacific
- 3. Asia Pacific
- 4. Asia Pacific
- 5. Asia Pacific
- 6. Global Operations



REPUBLIKA E SHQIPERISE
Shoqeria "INSPO" Shpk

NIPT-i : L12218013F
Adresa : Autostrada Tirane Durres, km 6, Magazina Nr 01 dhe 06, QTU

Date me 01.04.2017

V E N D I M

Ortaku i Vetem i shoqerise "INSPO" Shpk Edmond Gjyli ne mbledhjen e sotme

Vendosi

1. Te miratoje rezultatin financiar te shoqerise "INSPO" Shpk per vitin 2016 sipas Pasqyrave Financiare te vitit ushtrimor 01.01.2016 deri me 31.12.2016.

2. Fitimi pas tatimit i vitit 2016 prej 34 838 844 leke do perdoret

a)	Per rritjen e kapitalit	34 838 844	leke
b)	Per rezerva ligjore (5%)	0	leke
d)	Shperndarje Dividenti	0	leke

3. Te miratoje kalimin ne rrije kapitali fitimet e pashperndara te shoqerise ne vleren 38 424 156 leke

4. Te miratoje kalimin ne rritje kapitali nga rezervat ligjore ne vleren 1 260 000 leke

5. Te miratoje kalimin ne rritje kapitali nga rezervat statutore ne vleren 2 370 000 leke

6. Per auditimin e pasqyrave financiare te vitit 2017 emerohet Eksperti Kontabel i Regjistruar Sherife Hoxha me licencen profesionale Nr. 338 date 28.03.2014 te leshuar nga Instituti Eksperteve Kontabel te Autorizuar (IEKA)

Ngarkohet si Eksperte Kontabel e Rregjistruar zj. Sherife Hoxha te depozitoje prane QKB-se Raportin per zmadhimin e kapitalit te shoqerise Insport Shpk.

Ortaku i Vetem

(Edmond GJYLI)

