

REPUBLIC OF ALBANIA
NOTARIES CHAMBER OF TIRANA
INDEX 1703 NO.
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12



SHARE PURCHASE AGREEMENT

between

IUTECREDIT ALBANIA SH.A

as the "Purchaser"

And

MRS. MAJLINDA DEMKO

MR. ALI VISHAJ

MR. ADRIAN KONI

RIVERSTYXX CAPITAL

BALFIN

as the "Sellers"

Gerhard Aute

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A handwritten signature in blue ink, appearing to be "A. D. Demko".

A handwritten signature in blue ink, appearing to be "Ali Vishaj".

A handwritten signature in blue ink, appearing to be "Adrian Koni".

A handwritten signature in blue ink, appearing to be "Riverstyxx Capital".

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SHARE PURCHASE AGREEMENT

(the "Agreement")

In Tirana, Albania, today on 17/04/2018 (two thousand and eighteen) in front of me [...],
Notary of the Notaries Chamber of Tirana, appeared the following parties:

1. **IUTECREDIT ALBANIA SH.A**, a financial institution, incorporated under the Albanian Law and having its registered seat at: Durrresi Street, Building 6, Tirana, Albania, registered with the National Business Center with NUIS L42011023U, duly represented by Mr. Akan Ajdini, citizen of Albania, born in Tirana, February 24th, 1979 resident in Tirana, holder of the identification card no. 025077518 and personal no: H90224173T with full legal capacity to act;

hereafter referred to as the "**Purchaser**",

and

2. **Mrs. MAJLINDA DEMKO** citizen of Albania, born in Durres, on September 16th, 1965, resident in Tirana, Albania, holder of the identification card no.and personal no., with full legal capacity to act;

Mr. ALI VISHAJ, citizen of Austria, born in Decan, on June 17th, 1980 resident in: Rruga Sami Frasheri, Kompeksi TID, Ap.No. 7, Tirana, Albania, holder of the identification card no.and personal no., with full legal capacity to act;

Mr. ADRIAN KONI, citizen of Albania, born in Tirana, on January 9th, 1969 resident in Tirana, holder of the identification card no.and personal no. with full legal capacity to act;

RIVERSTYXX CAPITAL, a company duly incorporated under the laws of the Republic of Bulgaria and having its registered seat at 10 Tsar Osvoboditel Blvd., fl. 3, 1000 Sofia, Bulgaria, duly represented by Mr. Elvin Vehip Guri, citizen of Albania, born in Elbasan, on July 24th, 1974, resident in Tirana, holder of the identification card no.and personal no., with full legal capacity to act;

- no. **"BALFIN" SHPK**, a company duly incorporated under the Albanian Law and having its registered seat at: Papa Gjon Pali II, Bulding 12, Tirana, registered with the National Business Center with NUIS K72223031K, duly represented by Mrs. Edlira Muka, Albanian citizen, born on February 3rd, 1983 in Tirana, holder of the identification card no. 025864525 and personal no. I35203147R. with full capacity to act;

hereinafter referred to as the "**Sellers**",-

the Sellers and the Purchaser are hereinafter referred to as the "**Parties**" and each of them as a "**Party**",

which asked me to draft this Agreement under the following terms and conditions:

(Handwritten signatures and stamps)

WHEREAS:

- (A) "FINAL" SH.A is a financial institution incorporated as a joint stock company under the Albanian law, having its registered office at Street Papa Gjon Pali II, Building 11/1, Entry 1, Floor 5, Suite 15, Tirana, Albania, registered with NBC with NUIS K81311012 P with a share capital of ALL100.000.000 divided into 1.000.000 shares of ALL100 only each (hereinafter referred to as the "**Company**").
- (B) The Sellers hold and own 1.000.000 shares, in aggregate constituting 100% (one hundred percent) of the share capital of the Company. (the "**Sale Shares**");
- (C) The Purchaser desires to purchase from the Sellers, and the Sellers desire to sell to the Purchaser, all of the Shares of the Company.
- (D) The Parties have decided to enter into this agreement (the "**Agreement**") in order to set forth the terms and conditions of their respective commitments to sell and purchase the Shares.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms used in this Agreement shall have the meaning set forth hereunder.

"**2017 Yearly Accounts**" shall have the meaning set forth in Sub-Clause 7.7.1 and Schedule V;

"**Agreement**" means this document including the Schedules attached hereto;

"**Albanian Competition Authority**" means the Competition Commission established under the Albanian Law No. 9121 dated July 28, 2003;

"**ALL**" means the Albanian Leke, the lawful currency of the Republic of Albania;

"**Auditor**" means the statutory auditor of the Company;

"**Authorisation**" means the authorizations, permits, licenses, approvals and declarations and non-objections to declarations, required by the Company to carry on its activity (including the financial services activity in Albania);

"**Bank of Albania**" means the Central Bank of Albania which, among other things, licenses the financial services activity and supervises all financial services activities in the territory of the Republic of Albania;

"**Business Day**" means any day other than Saturdays and Sundays, public holidays and any other days on which banks are not open for ordinary business in Tirana, Albania;

"**The Company**" means the joint stock company "FINAL" SH.A

"**Closing**" means the closing of the sale and purchase of the Shares under this Agreement by the performance by the Parties of their respective obligations;



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“**Closing Date**” means the date of transfer of the ownership title of Sale Shares from the Sellers to the Purchaser after the satisfaction or waiver of the Conditions Precedent as specified below which in any case should not exceed the 60 (sixty) days term as of the Signing Date, unless extended in accordance with Clause 6.1.

“**Conditions Precedent**” means the conditions to Closing referred to in Clause 4;

“**Confidential Information**” means all information, whether oral or written (on whatever medium stored), relating to the business, financial or other affairs of the Company or of the Purchaser, which is treated by the Company or the Purchaser (as the case may be) as confidential, or is by its nature confidential, together with all notes, data, analyses, compilations studies or other documents derived from or otherwise reflecting such confidential information. The Confidential Information shall also include all information, whether oral or written relating to the transaction contemplated herein or relating to the provisions of, and negotiations leading to, this Agreement or the other transaction documents referred to herein;

“**Court Order**” means any judgement, decision, injunction, recognition order or any ruling of the Albanian Courts that is binding on the Company;

“**Customer**” means a Person that has an outstanding loan agreement or similar product granted by the Company;

“**Data room**” means the virtual or physical location established by the Sellers containing confidential information relating the Company, made available to the Buyer to provide him with the necessary information on the Company and its businesses.

“**Due Diligence**” refers jointly to the Legal and Financial Due Diligence performed by the Purchaser and its appointed Advisors

“**Encumbrance**” means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest (including any created by law), title retention or other security agreement or arrangement or a rental, hire purchase, credit sale or other agreement for payment on deferred terms;

“**Escrow Account**” means an escrow account bearing no interest, maintained with the Notary Public, Mr. Ermal Hamzaj, in accordance with Sub-Clause 2.3;

“**Escrow Agent**” means the Notary Public, Mr. Ermal Hamzaj, holder of the license no.511, 17.12.2012, issued by the Ministry of Justice;

“**Escrow Amount**” shall have the meaning set forth in Sub-Clause 2.3.1 of this Agreement;

“**Escrow Release Date**” shall have the meaning set forth in Sub-Clause 6.4.3;

“**Financial Due Diligence**” means the financial due diligence that shall be performed by the Purchaser and its appointed advisors, for the purpose of verifying the financial statements of the Company.

“**FIB**” means First Investment Bank, a second tier bank located at Blvd: “Deshmoret e Kombit”,Twin Tower II, 14th-15th floor, Tirane.



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“FIB loan” means the loan at the amount of ALL 50.000.000,00 to be disbursed to the Company, in accordance with the Loan Agreement entered into between First Investment Bank and the Company, a copy of which is attached herein.

“Legal Due Diligence” means the legal due diligence that shall be performed by the Purchaser and its appointed advisors, for the purpose of verifying the declared assets and liabilities of the Company.

“Loss” means any loss, liability, damage, cost, penalty or expense (including reasonable attorney fees and expenses, both those incurred in connection with the defense or prosecution of an indemnifiable claim and those incurred in connection with the enforcement of Sub-Clause 9.1.2

“Long Stop Date” means the 14th day after the Closing Date in which the Agreement automatically terminates;

“Material Adverse Change” means any matter, event or series of matters or events, including, without limitation, any change in the financial or trading position of the Company or any suspension or loss (even if partial) of authorizations or any regulatory change which partially or totally prevents the Company from carrying on its usual business, or which, taken alone or together with other circumstances, facts, actions or events, is material and adverse to the business, assets or financial condition of the Company as a whole;

“National Business Center” means the competent authority for the maintenance of the Albanian commercial register and established according to the Law no.9723, dated 03.05.2007, as amended;

“Neptun Agreement”, means the Agreement to be entered into between the Company after the envisioned sale contemplated under this Agreement, Neptun Albania and Iute Credit Albania, reflecting the repayment of the Company’s liabilities towards Neptun Albania.

“Ordinary Course of Business” means the day-to-day operations in accordance with reasonable management practices in the financial services sector;

“Person” means an individual, joint-stock company, limited liability company, partnership, association, foundation, trust or other entity or organization enjoying legal personality, including any Governmental Authority;

“Pre-closing Period” means the period from and including the Signing Date up to and including the Closing Date;

“Purchase Price” shall have the meaning set forth in Sub-Clause 2.2.1;

“Sellers's Closing Certificate” shall have the meaning set forth in Schedule I

“Sale Shares” shall have the meaning set forth in the recitals to this Agreement;



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“Shares Registration Centre” means the competent authority for the maintenance of the registry of share of joint stock companies and established according to the DCM No.112, dated 19.02.1996 “On the establishment of the joint stock company Shares Registration Centre”

“Signing Date” means the last date this Agreement has been executed by the Purchaser and by the Seller in front of the Notary Public;

“Taxes” or **“Taxation”** means all forms of Albanian levies and taxes, customs and other duties of fiscal or customs nature, including interest, penalties or similar charges related thereto, payable to or imposed by any revenue, customs, fiscal, or other authority;

“Transfer” means the transfer of Sale Shares from the Sellers to the Purchaser.

“Interpretation”

In this Agreement:

- a. Words denoting any gender shall be deemed to include all other genders;
- b. Words importing the singular shall include the plural and vice versa, where the context so requires;
- c. The terms “hereof”, “herein”, “hereby”, “hereto” and other derivatives or similar words, refer to this entire Agreement or specified Sections of this Agreement, as the case may be;
- d. Reference to the term “Section” or “Schedule” shall be a reference to the specified Section or Schedule of this Agreement;
- e. Any reference to “writing” includes printing, typing, lithography and other means of reproducing words in a permanent visible form.
- f. The term “directly or indirectly” means directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” shall have correlative meanings;
- g. All headings and sub-headings of Sections and Schedules, and use of bold typeface are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- h. Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the Signing Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- i. Reference to the word “include” or “including” shall be construed without limitation;
- j. The Schedules hereto shall constitute an integral part of this Agreement;
- k. Terms defined in this agreement shall include their correlative terms;



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1. Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of essence;

2. TRANSFER OF THE SALE SHARES

2.1 Sale of the Sale Shares

- 2.1.1 Subject to the terms of this Agreement, the Sellers shall sell with full ownership to the Purchaser, and the Purchaser shall purchase from the Sellers, the Sale Shares, as set forth opposite such Seller's name in Schedule II "Shareholding of the Company as of the Signing Date", free and clear of any and all Encumbrances.
- 2.1.2 The sale of the Sale Shares shall take place on the Closing Date on the terms and conditions of this Agreement.
- 2.1.3 The transfer of the Sale Shares shall be made in compliance with all applicable laws and regulations.
- 2.1.4 Title to the Sale Shares shall be transferred to the Purchaser on Closing, and the Sale Shares shall be sold and purchased together with all rights and benefits attached or accruing to them at Closing.

2.2 Purchase Price

2.2.1 Subject to the terms of this Agreement, the Purchaser shall, in consideration of the sale, transfer and delivery of the Sale Shares to the Purchaser, pay to the Sellers an aggregate amount equal to ALL192.000.000 (one hundred ninety-two million) (the "Purchase Price"). The Purchase Price has been established and agreed upon by the Parties taking into consideration the Company's financial statements figures for the year ending on December 31, 2017, as determined by management financials as detailed here below:

- (i) ALL 237.000.000,00 gross portfolio
ALL 205.000.000,00 net portfolio
ALL 31.000.000,00 provisions
- (ii) ALL 16.000.000,00 ALL cash
- (iii) ALL 97.000.000,00 liabilities to Neptun companies

In the event of a difference verified in the audited Company's financial statement for the year on December 31, 2017, the Purchase Price set out in the Sub-Clause 2.2.1 shall remain invariable, provided that such a difference does not qualify as a material change.

2.2.2 The Purchase Price shall be paid to the Seller pursuant to the terms and conditions hereof and as indicated in Schedule IV. Exceptionally, for the Seller "Riverstyxx Capital" payment of corresponding amount of Purchase Price shall be effectuated in Euro, at the Bank of Albania's exchange rate on the day in which this payment shall be effectuated by the Buyer.

2.2.3 Any change in the 2017 Company's financial statements occurred after 31.12.2017 shall not affect the Purchase Price set out in the Sub-Clause 2.2.1. The price shall remain invariable, provided that the Company shall continue its ordinary course of business.

2.3 Escrow Account

2.3.1 The Purchaser shall deposit EUR50.000 at the Signing Date (the "Escrow Amount") in the Escrow Account held by the Escrow Agent.

2.3.2 On Closing Date, the Escrow Agent shall release the amount back to the Purchaser, provided that Sale Shares Transfer has been successfully completed.

2.3.3 In case of failure to complete the Sale Share Transfer on the Long Stop Date due to the Purchaser failure to discharge its obligations, the amount shall be released to the Seller on the Long Stop Date.

2.3.4 Failure to obtain the mandatory approvals respectively by the Bank of Albania and Albanian Competition Authority relevant to such Transfer of Shares will result in the release of the Escrow Amount in favor of the Sellers, unless the failure to obtain the approval from the Bank of Albania is due to the Sellers' negligence to file the respective application with the Bank of Albania, in which case the Escrow Amount shall be released in favor of the Purchaser.

2.3.5 The Escrow Amount shall be held the Escrow Agent for the purpose of guaranteeing the fulfillment of the obligations of the Purchaser under or otherwise arising out of or in connection with this Agreement.

2.4 Payment Instructions

All payments provided under the Clause 2.1 (Transfer of Sale Shares) shall be made by credit transfer in immediately available funds to the bank accounts indicated by the Sellers in the Schedule IV.

3. TERMINATION PRIOR TO CLOSING

3.1.1 This Agreement may be terminated prior to Closing:

- (a) by mutual agreement of the Parties; or
- (b) by the Party not in default pursuant to sub-clause 6.3 (Failure to Complete) of this Agreement; or
- (c) by any Party by written notice communicated to the other Party at the addresses indicated in Clause 11(Notices), if the Conditions Precedent are not fulfilled or waived pursuant to Clause 4 (Conditions Precedent to Closing) on the Long Stop Date. Exceptionally, failure of the Bank of Albania or of the Albanian Competition Authority to reply to the application for the approval of the Transfer of Shares within the statutory terms, shall not entitle any of the Parties to terminate this Agreement under this Clause 3.1.1 (c); or
- (d) either of the Parties breaches in any material respect any provision of this Agreement and that breach is not remedied within fifteen (15) Business Days



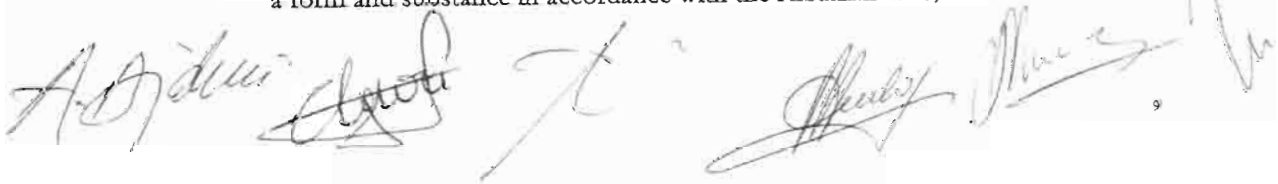
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of receiving a written notice to remedy such breach from the non-defaulting Party (including a breach of the Warranties).

- 3.1.2 The Agreement automatically terminates in case the Bank of Albania or the Albanian Competition Authority oppose to the Transfer of Shares from the Sellers to the Purchaser. In such case the Escrow Amount shall be disbursed from the Escrow Agent to the Sellers upon presentation of the reply in writing of the Bank of Albania or the Albanian Competition Authority deciding to reject the approval of the Transfer of Sale Shares from the Sellers to the Purchaser.
- 3.1.3 For the purposes of this Clause 3 (Termination prior to Closing) a "Material Breach" shall be a breach of the Warranties and/or covenants which has (i) a material adverse effect on the Company's ability to continue to operate in the Ordinary Course of Business and/or (ii) on the Company's reputation.
- 3.1.4 Upon termination, all rights and obligations under this Agreement shall terminate automatically, save for the rights and obligations set forth in Clause 2.3 (Escrow Account); Clause 10.2 (Confidentiality), Clause 11 (Notices), Clause 12 (Governing Law and Courts) which shall survive.
- 3.1.5 Nothing in this Clause 3 (Termination prior to Closing) shall relieve any Party from liability for any breach of this Agreement that has arisen prior to such termination or any breach of the clauses that shall remain in force after the termination of this Agreement.

4. CONDITIONS PRECEDENT TO CLOSING

- 4.1.1 The obligations of the Purchaser to purchase the Sale Shares pursuant to this Agreement are subject to, and conditional upon the following conditions having been fulfilled, or waived on or prior to Closing:
- (a) all Warranties shall be true and correct in all material respects as of Signing Date and as of Closing Date, with the same force and effect as if such Warranties had been made on Closing Date (except those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time, which need only be true and accurate as of such date or with respect to such period);
 - (b) the Sellers shall have performed all obligations arising under agreements and covenants required hereby to be performed by them prior to or at Closing Date;
 - (c) no Material Adverse Change shall have occurred since 31 December 2017;
 - (d) all required authorizations from the Albanian administrative authorities, including the Bank of Albania and the Albanian Competition Authority, as well as any other authorization or consent necessary under Albanian law to execute the transaction contemplated herein shall have been duly obtained or on the condition that the Albanian authorities have not opposed the transaction;
 - (e) all corporate proceedings of the Company that are required in connection with the transaction contemplated by this Agreement shall have been completed in a form and substance in accordance with the Albanian laws;



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- (f) no change in the capital structure of the Company or shareholding of the Sellers or rights attached to the Sale Shares shall have occurred other than pursuant to this Agreement;
- (g) The shareholders meeting of the Company shall have been held and shall have resolved the items indicated in Sub-Clauses 5.3 and 5.4;
- (h) The Sellers have compiled the information in the Data Room in good faith and acting with due care with a view to present a true, accurate and fair view of the Company and its business. The Data Room (i) contains all material information in order to give a true, accurate and fair view of the Company and its business, (ii) does not include any matter of material importance which is incorrect or misleading, and (iii) does not omit any information which is of material importance, the omission of which would make the contents of the Data Room materially incorrect or misleading.
- (i) The appointed advisors of the Purchaser shall have performed and delivered to the Purchaser a Due Diligence report on the company within 2 weeks from the date of granting access to such advisors to the Data Room, and the conclusion of the Due Diligence reports confirm the Company financial and legal status as represented by the Sellers to the Purchaser.
- (j) The financial statements for the financial year ending on 31.12. 2017 shall have been duly certified by the Auditor of the Company.
- (k) The total assets of the Company shall be in excess of ALL 199.000.000, the cumulative value of Cash and Receivables shall exceed 93% of the Assets and the receivables structure shall be as follows:
- i. PAR 90: max. 18% in all Neptun loans and max. 19% in all other loans;
 - ii. PAR 60: max. 20% in all Neptun loans and max. 25% in all other loans;
 - iii. PAR 30: max. 24% in all Neptun loans and max. 32% in all other loans.
- (l) The liabilities of the Company will consist primarily of liabilities to (i) Neptun Albania and (ii) FIB, to be repaid in the following manner.
- (m) Upon Closing Date, the Neptun Albania liabilities will be frozen and repaid over an 8 (eight) months period in equal monthly principal installments, with an interest rate to be paid monthly based on an interest rate of 8% per annum. The amount of the liabilities will be confirmed by both Neptun Albania and the Company within 14 days as of Closing Date and a written agreement will be entered into between the three parties, respectively Neptun Albania, Iute Credit Albania and the Company. The monthly repayments will start 45 (forty five) days from the verification of the Closing Date. Failure of Iute Credit Albania or the Company to effectuate the repayment of the agreed amount in accordance with the above cited terms entitles Neptun Albania to require either Iute Credit Albania or the Company to refrain from performing any activities until the settlement of the agreed amount, if no settlement has occurred within 14 (fourteen) days as of the notification delivered by Neptun Albania to Iute Credit Albania or the Company. In such a case no penalties



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shall apply either to Iute Credit Albania or the Company, arising out from the Neptun Agreement.

- (n) The loan disbursed by FIB will be repaid in its contractual terms as specified in the respective Loan Agreement in quarterly installments, starting June 29, 2018 and maturing March 31, 2019. Interest will be paid monthly, based on a floating rate of between 6.5% and 8%.
- (o) All the clients and loans declared by the Sellers/Company to the Purchaser and the Bank of Albania are in full force and effect, excluding deviations of 1%, which reflects that there is no major mismatch between loans in the system and the physical documents

5. COVENANTS UP TO CLOSING

5.1 Seller's Pre-closing Covenants

5.1.1 Prior to the Closing Date, the Sellers shall:

- (a) as promptly as practicable after the Signing Date, undertake, and cause the Company to undertake, all filings and applications necessary or required on the part of the Sellers, if any, in order to consummate the purchase of the Shares on Closing Date by the Purchaser as contemplated by this Agreement and give and cause the Company to give all possible assistance to the Purchaser in obtaining the approvals it requires pursuant to this Agreement
- (b) not directly or indirectly initiate or engage in discussions or negotiations with any other Person for the purpose of any transactions in respect of any Sale Shares or Assets of the Company, including creation of any interest, direct, indirect, current, future or contingent, in the Sale Shares or Assets of the Company;

5.2 Balfin's Pre-closing Covenants:

5.2.1 Prior to the Closing Date, "Balfin" SHPK shall:

- (a) within 14 (fourteen) days after the Signing Date, undertake, and cause the execution of three Neptun Partnership Agreements for each of the countries Albania, Kosova and Macedonia respectively with Iute Credit Albania, Iute Credit Kosovo and IuteCredit Macedonia, effective at Closing, as specified in Schedule VI.

5.3 Shareholders' Meeting

The Sellers undertake to convene a general extraordinary shareholders' meeting to be held prior to Closing to resolve *inter alia* (a) on the approval of the transfer of Sale Shares from the Seller to the Purchaser and on the main terms and conditions of such transfer, (b) on the approbation of the 2017 Yearly Accounts and (c) on all such other matters that the Purchaser may reasonably specify in connection with the performance of this Agreement and transfer of the Sale Shares to the Purchaser or otherwise agreed in writing with the Purchaser.

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5.4 Board of Director's Meeting

The Sellers undertake to convene a meeting of the board of directors of the Company to be held prior to Closing to resolve *inter alia* (a) on the repayment of the debt of the Company to Neptune Albania, provided that such debt shall be repaid over an 8 (eight) months period and at an interest rate of not more than 8% per annum and (b) such other matters that may be necessary in connection with the performance of this Agreement and transfer of the Sale Shares to the Purchaser or otherwise agreed in writing with the Purchaser.

5.5 Management of the Company between Signing Date and Closing Date

5.5.1 During the Pre-closing Period the Sellers shall not cause or permit the Company to take any of the following actions except with the approval of the Purchaser:

- (a) to issue or sell any shares of its authorized or issued share capital or other financial instruments of whatever nature, acquire, directly or indirectly, by redemption or otherwise, any such authorized or issued share capital or other such financial instruments, reclassify or sub-divide or consolidate any such authorized or issued share capital or other such financial instruments, issue any debentures, or grant or enter into any options, warrants, subscription rights, calls or commitments of any kind with respect thereto or issue any profit sharing certificates or agree, whether in writing or otherwise, to do any of the foregoing;
- (b) to acquire any capital stock or other equity securities of any company, corporation, partnership or other entity or acquire (other than by way of enforcement of collateral security rights in connection with obligations owed to it) any equity or ownership interest in any business and not enter into any merger or consolidation with any other entity;
- (c) to encumber or to enter into any sale of any of its material assets, any of its properties or any material part of the equipment used in connection with its business;
- (d) to enter into, extend, amend or vary any lease of real property (whether as lessor or lessee) of the Company outside the Ordinary Course of Business;

5.5.2 During the Pre-closing Period, the Sellers shall cause the Company to carry on its business diligently and only in the Ordinary Course of Business, consistent with prudent business practices, credit policies and not permit the Company, except as expressly permitted or required by the Agreement, to institute any material new methods of management, accounting or operation or engage in any transaction or activity, enter into any agreement or make any commitment (including, without limitation, any compensation or benefits to officers or employees of any kind), except in the Ordinary Course of Business consistent with prudent business practices, the Company policies prior to the Signing Date.

5.5.3 The Sellers have not declared nor paid dividends for the years 2016, 2017 or 2018 and expressly agree and accept that the Company shall be transferred to the Purchaser in as is conditions. Furthermore, the Sellers shall procure for the Company not to enter



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and to refrain from executing or enforcing any agreement which is out of the Ordinary Course of Business.

- 5.5.4 The Sellers shall also ensure that the Company preserves its corporate existence and uses all commercially reasonable efforts to preserve its business organization intact, to keep available to the Company its respective directors, officers and employees, and to preserve for the Company its respective relationships with licensees, customers and others having business relations with the Company.
- 5.5.5 The Sellers undertake to notify or cause the Company to notify the Purchaser in writing promptly if they become aware of (i) a Material Adverse Change and/or (ii) any circumstances arising in the Pre-closing Period which would or may cause any of the aforementioned undertakings to be breached.

5.6 Mutual Covenants

- 5.6.1 Subject to the terms and conditions provided herein, the Parties agree to cooperate and to use their best efforts to take or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under all applicable laws to consummate and make effective the transactions contemplated in this Agreement.
- 5.6.2 Subject to the terms and conditions herein provided, each of the Sellers and the Purchaser will use their best efforts to obtain all consents or permits necessary or advisable to consummate and make effective the transactions contemplated by this Agreement, it being specified that each Party shall consult with the other Parties prior to taking any action to obtain any consents or permits to be issued by any agencies or officials of the Albanian governmental authorities.

6. CLOSING

6.1 Closing Date

Subject always to Clauses 3.1.1, 4.1.1 and Clause 7 (Representations and Warranties of the Seller), Closing shall be completed according to applicable laws and regulations of Albania and shall take place at the offices of the Company within five (5) Business Days after the last of the conditions precedent set forth in Sub-Clause 4.1.1 has been fulfilled or waived, it being understood that the conditions precedent set forth in sub-clause 4.1.1 shall need to be fulfilled prior or on Closing Date, or on such other date before the Long Stop Date and/or location as the Purchaser and the Seller may agree in writing. Exceptionally, in case within the Pre-Closing Period no reply is received from either the Bank of Albania or the Albanian Competition Authority on the application for the approval of the transaction filed by the Company and/or Purchaser, and provided, however, that the remaining conditions precedent have been entirely fulfilled, then the Pre-Closing Period shall be extended until receipt of the reply from both Bank of Albania and Albanian Competition Authority approving or opposing to the transaction, whichever is the latest, or the elapse of the statutory time limit for a reply by the Albanian Competition Authority, provided, however, that the Bank of Albania has approved the transaction prior to the elapse of such statutory term.

The Closing Date shall be 60 (sixty) days from the Signing Date and it may be extended for an additional 30 days, at the request of either party in writing, which will also extend the Long Stop Date by 30 (thirty) days. If Bank of Albania or Albanian Competition



Authority will fail to approve the transaction by that date, then this Agreement terminates automatically and Escrow Agent shall release the Escrow Amount to the Sellers as set out in the Clause 3.1.2.

6.2 Closing Actions

On Closing Date (or such other date determined in accordance with Sub-Clause 6.1, unless the Seller and the Purchaser otherwise agree in writing, the following actions shall occur simultaneously:

6.2.1 The Sellers' shall:

- (a) deliver to the Purchaser a Closing Certificate substantially in the form of Schedule I confirming and reiterating the Warranties as at Closing Date, confirming that no Material Adverse Change has occurred since December 31, 2017 and confirming that the covenants prior to the Closing Date set forth in clause 5 (Covenants up to Closing) have been duly fulfilled ("Seller' Closing Certificate");
- (b) deliver to the Purchaser evidences, that conditions precedent set forth in Sub-Clause 4.1.1 shall have been duly fulfilled.

6.2.2 The Purchaser shall, subject to the Seller' completing all the deliveries specified in sub-clause 6.2.1, deposit the Purchase Price in the Sellers's respective bank accounts as indicated in Schedule IV.

6.3 Failure to Complete

If, on the Closing Date, the obligations of the Seller or the Purchaser set forth in sub-clause 6.2 (Closing Actions) are not complied with in any respect, the Party not in default may:

- (a) defer Closing to a date no longer than the Long Stop Date or any other date as agreed between the parties in writing (and so that the provisions of this Sub-Clause 6.2 (Closing Actions), apart from this item, shall apply to Closing as so deferred); or
- (b) terminate this Agreement.

6.4 Post-Closing Actions – Release Date

6.4.1 The Sellers shall cause the Company to prepare an application to the National Business Centre (NBC) and the Shares Registration Center (SRC) for the transfer of the Sale Shares and file such application on the Closing Date or, if this is not possible, the next day following the Closing Date when the NBC and SRC are open for such filings.

6.4.2 On the first Business Day following the registration of the Purchaser as the owner of the Sale Shares at the NRC and SRC or on such other date as the Purchaser and the Sellers may agree in writing the Sellers' or their Representative(s) (for and on behalf of the Seller) or the Purchaser shall deliver to the Notary Public:

- (a) Bank statement evidencing the payment of the Purchase Price to the Sellers;

The bottom of the page features several handwritten signatures in blue ink. On the right side, there is a large, stylized signature. Below it, there are several smaller signatures. A circular stamp is visible in the background, partially obscured by the signatures. The page number '14' is printed at the bottom right.

- (b) Extracts from the NBC and SRC confirming that the Commercial Register and the Shares Registration Center have registered the transfer of the Sale Shares to the Purchaser;
- (c) a written instruction jointly signed by the Sellers or their Representative(s) (for and on behalf of the Sellers) and the Purchaser instructing the Escrow Agent to proceed with the release of the Escrow Amount.

6.4.3 Upon receipt of one of the documents referred to in Sub-clause 6.4.2, the Escrow Agent shall release the Escrow Amount to the Purchaser otherwise if no such documents shall be received by the Escrow Agent until the Long Stop Date, and unless the Pre-Closing Period is extended as per Sub-clause 6.1, the Escrow Agent shall release the Escrow Amount to the Sellers.

7. REPRESENTATIONS AND WARRANTIES OF THE SELLER

7.1 Warranties

7.1.1 The Sellers represent and warrant to the best of their knowledge that each of the following representations and warranties (the "Warranties") is true and accurate as of the date hereof and will remain true and accurate as at Closing.

7.2 Incorporation of the Company

7.2.1 The Company is a duly incorporated joint-stock company and validly exists under the laws of Albania.

7.2.2 The charter of the Company has been duly maintained up to date in accordance with statutory and regulatory provisions.

7.3 Right, Power, Authority and Actions

This Agreement constitutes a legal, valid and binding obligation of the Sellers, enforceable against each of the Sellers in accordance with its terms. The Sellers have the authority, and capacity to execute and deliver this Agreement and to perform their obligations hereunder.

7.4 Breaches

The execution, delivery and performance by the Sellers of this Agreement and the obligations hereunder will not conflict with any law, regulation, agreement, court order, contract or other restriction under which the Sellers are obligated and will not result in a breach of any provision of the charter of the Company.

7.5 Shares and Other Financial Instruments

7.5.1 The share capital of the Company amounts to ALL100.000.000,00 divided into 1.000.000 ordinary shares, with a nominal value of ALL100 each. All of the shares have been validly and legally issued, are existing and are fully paid up. The shareholding of the Company as of the Signing Date is indicated in Annex II.

- 7.5.2 The Sale Shares held by the Sellers are not the subject matter of any claim, action, suit, investigation or other proceeding or judgment or subject to any prohibition, injunction or restriction on sale under any decree or order of any Governmental Authority.
- 7.5.3 The Sale Shares held by the Sellers were legally acquired, and validly owned and held by the Sellers. The Sellers represents that the Sale Shares held by them were acquired and are held in compliance with the applicable Laws and subject to appropriate approvals by any Governmental Authority.
- 7.5.4 The Sellers confirm that they have not directly or indirectly entered into any arrangement or agreement with any Person to sell, dispose-off or otherwise deal with the Sale Shares held by the Sellers.
- 7.5.5 The Company does not own, directly or indirectly, any equity interest or shares in capital or voting rights in any other company or any partnership, firm or other group or legal entity or joint venture company whatsoever, whether Albanian or foreign. The Company does not have the right or obligation to acquire any equity interest or shares in capital or voting rights in any other company, partnership, firm or other group or legal entity or joint venture company whatsoever, whether Albanian or foreign.

7.6 Transfer of the Sale Shares

- 7.6.1 The Sellers have clear title to the Sale Shares and are entitled to transfer them to any person or entity without any restriction.
- 7.6.2 The Sale Shares are free of any Encumbrances.
- 7.6.3 There are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance over the Sale Shares being transferred by it.

7.7 Financial Statements

- 7.7.1 The balance sheet, profit and loss account (including the annexes) and off-balance sheet liabilities of the Company as of December 31, 2017 (the "2017 Yearly Accounts"), attached hereto as Schedule V, fairly present the financial situation and results of the Company as of their respective dates.

7.8 Information and Documents

The information and documents contained in this Agreement and the Schedules hereto are true and up to date and complete, as of this date

7.9 Sellers Liabilities

- 7.9.1 The Sellers shall hold harmless and indemnify the Purchaser and/or the Company against the third party's claims, actions and demands incurred by the Purchaser and/or the Company and arising out of the operation of the Company up to the Closing Date, in the following events:

- (i) if the claim arises due to fraud or willful misconduct by the Sellers;

The bottom of the page contains several handwritten signatures in blue ink. On the left, there are two signatures, one of which appears to be 'A. B. ...'. In the center and right, there are more signatures, including one that looks like 'M. ...'. A large, stylized signature is also visible in the upper right quadrant of the page, overlapping the text of section 7.9.1.

- (ii) if the claim relates to the title of Sellers' shares,
- (iii) if a claim arises to the reimbursement of any criminal penalty occurred prior to the Closing;
- (iv) if the claim relates to a non-compliance of the Company against the following institutions: Bank of Albania, Data Protection Commissioner, Work Inspectorate, Anti Money Laundering Directorate and Tax Authorities.

7.9.2 In the event of a claim submission by any third party, the Purchaser will send a written notification to the Sellers within a 10 (ten) days term following receipt of the relevant claim. Any notification delivered at the expiration of the 10 (ten) days term shall not be considered and processed by the Sellers.

7.9.3 The Purchaser commits to take, and procure the Company to take, all the required measures to avoid or mitigate any loss or damage incurred by the submission of a third party claim prior to directing it against the Sellers.

7.9.4 The Purchaser commits to provide, and procure the Company to provide the Sellers with the required information, documents, access to the Company's premises, accounts, records ect, in the context of a comprehensive assistance to be offered to the Sellers while opposing any third party claim set forth in the Sub-Clause 7.9.1.

7.9.5 The Sellers shall not be liable in respect of a third party claim under the Agreement, unless the aggregate amount of each claim reaches the threshold of €50.000,00 (fifty thousand), which will constitute the minimum threshold for the Purchaser in addressing a claim towards the Sellers.

7.9.6 In no event shall the Sellers' maximum liability to the Purchaser and/or the Company for all claims set forth in the Sub-Clause 7.9.1 exceed € 200.000,00 (two hundred thousand).

7.9.7 The Seller's liability under this clause shall be omitted with respect to the claims notified to it after the expiration of 18 (eighteen) months term as of the Closing Date.

8. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers that the following representations and warranties are true and accurate as of the date hereof and will be true and accurate as at the Closing Date:

- (a) the Purchaser is duly organized and validly existing financial institution under the applicable laws.
- (b) this Agreement constitutes a legal, valid and binding obligation on the Purchaser, enforceable against the Purchaser in accordance with its terms. The Purchaser has the authority, and capacity to execute and deliver this Agreement and to perform its obligations hereunder.




- (c) the execution, delivery and performance of this Agreement by the Purchaser has been duly and validly authorized by all necessary corporate actions of the Purchaser in accordance with its governing foundation and constitutional documentation and does not and will not result in any breach or default under any arrangements, agreements or judgments to which each of the Purchaser is a party or by which the Purchaser is bound and the enforcement of which would adversely affect the Purchaser's ability to perform the terms of the Agreement.
- (d) the signatories to this Agreement on behalf of the Purchaser have been duly authorized to execute this Agreement on behalf of the Purchaser.

9. CONDITIONS APPLYING TO THE WARRANTIES

9.1 General Conditions

- 9.1.1 The Seller hereby warrants and represent to the Purchaser in the terms of the Warranties and acknowledge and accept that the Purchaser is entering into this Agreement in reliance upon each of the Warranties.
- 9.1.2 Each Party shall be held liable towards the non-defaulting Party for any misrepresentation or inaccuracy in any Warranties made by such defaulting Party, or any failure to perform or comply with any agreement, obligation, liability, representation, warranty, term, covenant or undertaking contained in this Agreement.
- 9.1.3 Each of the Warranties shall be separate and independent and, save as expressly provided, shall not be limited by reference to any other Warranty or anything in this Agreement.

10. MISCELLANEOUS PROVISIONS

10.1 Scope of Obligations

- 10.1.1 To the extent permitted by applicable law, the Parties are committed under this Agreement for themselves as well as for their successors.

10.2 Confidentiality

- 10.2.1 No Party shall without the prior written consent of the other Parties, disclose to any person, or make a public announcement of any information concerning any provision of this Agreement and/or the contemplated transaction.
- 10.2.2 When any of the Parties reasonably determines that a disclosure or announcement of the type mentioned above is required by the law or regulations or by any other authority to which a Party is subject, the disclosure or the announcement shall, to the extent permitted by the law and provided that it is reasonably feasible, be made after consultation with the other Parties.

10.3 Entire Agreement and Amendments

- 10.3.1 The Agreement and the Schedules constitute the entire agreement and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.



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10.3.2 Any amendment to this Agreement is valid only if it is in writing and signed by or on behalf of each Party and specifically refers to this Agreement.

10.4 Costs

10.4.1 Each Party shall bear its costs incurred in connection with the negotiation, entering into and Closing of legally binding documentation for the sale and purchase.

10.5 Severability

If at any time any provision of this Agreement is or becomes invalid or unenforceable, then such provision will be deemed to be severed from this Agreement and if possible replaced by a lawful provision which carries out, as closely as possible, the intention of the Parties under this Agreement and where permissible that shall not affect or impair the validity or enforceability of any other provisions of this Agreement.

10.6 Survival

The Warranties and all other provisions of this Agreement in so far as the same shall not have been performed at Closing, shall remain in full force and effect notwithstanding Closing.

10.7 Rights and Other Matters

10.7.1 The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by law or otherwise.

10.7.2 No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

10.7.3 No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

10.8 Further Assurance

At any time after the Closing, the Sellers shall, at the request and cost of the Purchaser, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Purchaser may reasonably require for the purpose of vesting the Shares in the Purchaser and giving to the Purchaser the full benefit of all the provisions of this Agreement.

10.9 Language

10.9.1 This Agreement has been drawn up in the English language in 7 (seven) copies and then translated into Albanian. In case of any discrepancies the English text language shall prevail.

11. NOTICES

Except as otherwise agreed, all notices and communications addressed to any Party shall



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be made in writing in the English language and sent by prepaid post with recorded delivery, or email addressed to the intended recipient at its address set forth below, or to such other address or email address a Party may from time to time duly notify to the others:

For the Purchaser

In attention to: "IUTECREDIT ALBANIA SH.A"
Address: Duresi Street, Building 6, Tirana, Albania,
E-mail: akan.ajdini@iutecredit.al

For the Sellers

In attention to: "BALFIN" SHPK,
Address: Rruga "Papa Gjon Pali II", Godina 12, Tiranë, Shqipëri
E-mail: e.muka@balfin.al

In attention to: "RIVERSTYXX CAPITAL"
Address: 10 Tsar Osvoboditel Blvd., fl. 3, 1000 Sofje, Bullgari
E-mail: elvin.guri@riverstyxxcapital.com

In attention to: Mrs. Majlinda DEMKO
Address:
E-mail: mgjata@fin.al

In attention to: Mr. Ali VISHAJ
Address:
E-mail: a.vishaj@albchrome.al

In attention to: Mr. Ardian KONI
Address:
E-mail: koniardrian@yahoo.com

- 11.1.1 Notices will be considered received by the addressed Party: (i) on the day of delivery, if delivered personally or by courier, or (ii) on the date when the receipt confirmation is signed, for registered mail transmission.

12. GOVERNING LAW AND COURTS

12.1 Governing Law

This Agreement is governed by, and shall be construed in accordance with Albanian law in force.

- 12.1.1 All disputes, differences or Claims arising out of or in connection with this Agreement including, any question regarding its existence, validity, construction, performance,



termination or alleged violation shall be resolved by addressing the relevant Courts in Tirana, Albania.

LORENA ULIU

I, the Notary Public, after reading the full content of this contract loudly to the Parties, in the presence of the English translator [...], found it in conformity with their full and free will, after they signed in my presence; I certify the signature according to the Albanian law.

THE SELLERS

THE PURCHASER

“BALFIN” SHPK

“TUTECREDIT ALBANIA” SH.A,

Adria Demko



Akon Ajdini

A. Ajdini

MRS. MAJLINDA DEMKO

Majlinda Demko

MR. ALI VISHAJ

Ali Vishaj

MR. ADRIAN KONI

Adrian Koni

RIVERSTYXX CAPITAL

Elvin Guri



Fertktheu:
Lorena Uliu

NOTARY PUBLIC

Hamza

Hamza
NOTER
SERIAL XH. HAMZAJ

SCHEDULE I

Sellers' Closing Certificate

Today on [●] 2018, Mr. acting for and on behalf the ("Seller"), and (the "Purchaser") have signed a share purchase agreement (the "Share Purchase Agreement") pursuant to which (i) the Sellers have undertaken to sell all the shares of FINAL Sh.A (the "Company") and (ii) the Purchaser has undertaken to purchase all the shares of the Company from the Sellers.


Sub-clause 6.2.1 of the Share Purchase Agreement provides that the Sellers or their Representative(s) (for and on behalf of the Sellers) shall deliver to the Purchaser on Closing Date the present closing certificate confirming and reiterating the Warranties as at Closing Date, confirming that no Material Adverse Change has occurred since December 31, 2017 and confirming that the covenants prior to the Closing Date set forth in Clause 5 (Covenants up to Closing) of the Share Purchase Agreement have been duly fulfilled (the "Seller's Closing Certificate").

Capitalized terms used in this Sellers' Closing Certificate shall have the same meaning as set forth in the Share Purchase Agreement.

The Sellers, for the benefit of the Purchaser, hereby:

- (a) confirm and reiterate the Warranties as of Closing Date;
- (b) confirm that no Material Adverse Change, as defined in sub-clause 1.1 of the Share Purchase Agreement has occurred since December 31, 2017;
- (c) confirm that the Sellers' covenants prior to Closing Date set forth in clause 5 of the Share Purchase Agreement have been duly fulfilled."

This Sellers' Closing Certificate was signed on [...], 2018.

The image shows several handwritten signatures in blue ink. At the top right, there is a large, stylized signature. Below it, there are several smaller signatures, some appearing to be initials or names. The signatures are scattered across the bottom half of the page, with some overlapping.

SCHEDULE II

Sellers' Participation in the Company's Share Capital as per Signing Date

Name of the shareholder	Number of equity shares	%holding
Mrs.MajlindaDemko	49.988	4.999 %
Mr. Ali Vishaj	76.000	7.600 %
Mr. Adrian Koni	108.775	10.878 %
"RVER STYXX CAPITAL"	381.140	38.114 %
"BALFIN" Shpk	384.097	38.410 %
TOTAL	1.000.000,00	100%



SCHEDULE III

ESCROW AGENT'S DATA AND ACCOUNT

Mr. Ermal Hamzaj, Albanian citizen, born in Vlora, on 01.11.1981, resident in Tirana, holder of Personal no. I11101095H, Passport no. BC2882094, Holder of Licence no. 511, dated 17.12.2012 issued by the Ministry of Justice.

Escrow account number: 516801581



IBAN N. AL4220511021801581CLPRBF EUR

(EUR)

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SCHEDULE IV

Purchase Price

PURCHASE PRICE

St. No.	Seller	Number of Sale Shares	Price per Sale Share	Purchase Price	Sellers Bank Account NO.
1.	Mrs. Majlinda Demko	49.988	192,00 ALL	9.597.696,00 ALL	AL 1 0000 06008104, FIBank, Albania
		THE right account is attached this contract			
2.	Mr. Ali Vishaj	76.000	192,00 ALL	14.592.000,00 ALL	AL000103086 6, Raiffeisen Bank Albania
3.	Mr. Adrian Koni	108.775	192,00 ALL	20.884.800,00 ALL	Pending
4.	"RVER STYXX CAPITAL"	381.140	192,00 ALL	73.178.880.00 ALL	EUR 0024499027 DSK EAD Bank, Sofie, Bulgaria
5.	"BALFIN" Shpk	384.097	192,00 ALL	73.746.624,00 ALL	AL192021103 70000004300 905842, Raiffeisen Bank Albania

SCHEDULE V
2017 FINANCIAL STATEMENTS

AB Miller
Agood

Shirley
Miller

[Signature]

[Signature]

SCHEDULE VI

NEPTUN AGREEMENTS TO BE EXECUTED

GENERAL TERMS

Upon Closing Date, the Neptun Albania liabilities will be frozen and repaid over an 8 (eight) months period in equal monthly principal installments, with an interest rate to be paid monthly based on an interest rate of 8% per annum.

The amount of the liabilities will be confirmed by both Neptun Albania and the Company within 14 days as of Closing Date and a written agreement will be entered into between the three parties, respectively Neptun Albania, Iute Credit Albania and the Company.

The monthly repayments will start 45 (forty five) days from the verification of the Closing Date. Failure of Iute Credit Albania or the Company to effectuate the repayment of the agreed amount in accordance with the above cited terms entitles Neptun Albania to require either Iute Credit Albania or the Company to refrain from performing any activities until the settlement of the agreed amount, if no settlement has occurred within 14 (fourteen) days as of the notification delivered by Neptun Albania to Iute Credit Albania or the Company. In such a case no penalties shall apply either to Iute Credit Albania or the Company, arising out from the Neptun Agreement.

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EKSTRAKT I REGJISTRIT TREGTAR PËR TË DHËNAT E SUBJEKTIT “SHOQËRI AKSIONARE”

GJENDJA E REGJISTRIMIT

1. Numri unik i identifikimit të subjektit (NUIS)	L42011023U			
2. Data e Regjistrimit	11/08/2014			
3. Emri i Subjektit	IuteCredit Albania			
4. Forma ligjore	Shoqëri Aksionare			
5. Data e themelimit	04/08/2014			
6. Kohëzgjatja	Nga: 04/08/2014 Deri:			
7. Zyra qendrore e shoqërisë në Shqipëri	Tirane Tirane TIRANE Njesia Bashkiake nr.10, Rruga e Durrësit, ndërtesa nr.6, nr.pasurie 2/131, zona kadastrale 8330			
8. Kapitali	65.000.000,00			
9. Vlera e kapitalit të shlyer:	65000000.0000			
10. Numri i aksioneve:	65.000,00			
10.1 Vlera nominale:	1.000,00			
11. Kategoritë e aksioneve të shoqërisë	të zakonshme	me përparësi	me të drejte vote	pa të drejte vote
11.1 Numri për secilën kategori				
12. Objekti i aktivitetit:	Aktivitete në fushën e operacioneve tregtare dhe financiare të kredihënies. Të japë kredi. Shoqëria brënda kufijëve të parashikuar nga legjislacioni në fuqi, do të kryejë çdo operacion tregtar dhe financiar që drejtëpërdrejtë ose tërthorazi me objektin e saj.			
13. Sistemi i administrimit	<input type="checkbox"/> me një nivel <input checked="" type="checkbox"/> me dy nivele			
14. Administratori/ët	Akan Ajdini			



1

26.2 Përqindja e pjesëmarrjes	100,00
27. Vende të tjera të ushtrimit të aktivitetit	<p>Fier Fier FIER Lagjia Kongresi i Permetit, zona kadastrale 8532, numri i pasurise 6/111+4-25</p> <p>Tirane Tirane TIRANE Njesia bashkiake nr 10, rruga e Durresit, pallati 102, shk 7, kati 3, ap 52</p> <p>Tirane Kashar YZBERISH Unaza e Re, Rruga Teodor Keko, Pallati GB Konstruksion, Kati 1</p> <p>Tirane Tirane TIRANE Njesia Administrative Nr.5, Rruga Andon Zako Cajupi, Ndertesa 3, Hyrja 2, Zona Kadastrale 8270, Nr. Pasurie 2/462-N3, Vol 38, Fq.139.</p> <p>Tirane Kamez KAMEZ Rruga "Bulevardi Blu", Godina 2, Hyrja 3, Apartamenti 6, Zona Kadastrale.2066, Nr.Pasurie 115/51+3-6, Volumi 15, Faqe 189</p> <p>Durres Durres DURRES Lagjja nr.4, Rruga Egnatia, me certifikat pronesia nr.1356915, zona kadastrale 8514, me nr.pasurie 2/60+2 1/1</p> <p>Elbasan Elbasan ELBASAN Rruga Shyqëri Demiri, Nd . 18, H. 10, 3001, Zk. 8521, Nr pasurie 2/74-N.1, Prane Bustit Kristoforidhi.</p>
28. Të dhëna që njoftohen vullnetarisht	Emri Tregtar: JuteCredit Albania Telefon: 0672037460
29. Statusi:	Aktiv

Lista e Dokumenteve:

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

Imazhi i shenjes dalluese te aktivitetit

Dokumenti i autorizimit

Vendim i asamblese se pergjithshme

Regjistrimi Fillestar:

Data: 17/04/2018

Emri, Mbiemri, Nënshkrimi
(i nëpunësit të sportelit)



SHOQËRIA "IUTECREDIT ALBANIA" SH.A

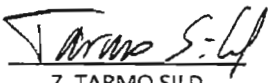
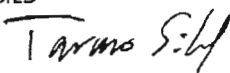
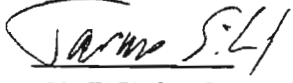
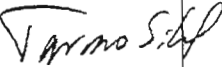

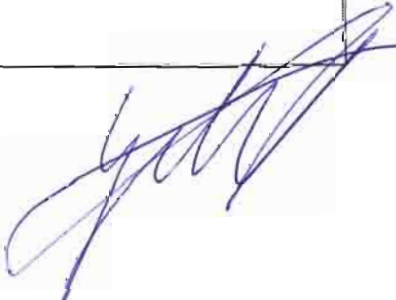
Selia: Njësia Bashkiake nr.10, Rruga e Durrësit, ndërtesa nr.6, nr.pasurie 2/131, zona kadastrale 8330, Shqipëri
NIPT L42011023U

VENDIM I AKSIONARIT TË VETËM TË SHOQËRISË "IuteCredit Albania" SH.A Nr.70, Datë 26.03.2018	RESOLUTION OF THE SOLE SHAREHOLDER OF THE COMPANY "IuteCredit Albania" JSC No.70, Dated 26.03.2018
<p>Sot, më datë 26.03.2018, në orën 11:00, Aksionari i vetëm i shoqërisë IuteCredit Albania Sh.A. ("Shoqëria"), një shoqëri aksionare e regjistruar pranë Qendrës Kombëtare të Biznesit ("QKB"), me Numër Unik Identifikimi ("NUIS") L42011023U, të ndodhur në adresën: "Njësia Bashkiake Nr.10, Rruga e Durrësit, ndërtesa nr. 6, Nr. pasurie 2/131, Zona kadastrale 8330, Tiranë, Shqipëri", përkatësisht "AS IuteCredit Europe", zotëruese e 65,000 aksioneve, të cilat përbëjnë 100% të kapitalit të regjistruar të Shoqërisë, përfaqësuar nga Z. Tarmo Sild, në cilësinë e CEO dhe Anëtarit të Këshillit të Administrimit, vendosi si më poshtë vijon:</p> <ul style="list-style-type: none">- Blerjen e 100% të aksioneve të shoqërisë FINAL SH.A, një institucion financiar jo-bankë, i krijuar në formën e një shoqërie aksionare në përputhje me legjislacioni shqiptar në fuqi, me seli në adresën: "Rruga Papa Gjon Pali II, Ndërtesa 11/1, Hyrja 1, Kati 5, Apt. 15, Tiranë, Shqipëri", e regjistruar pranë QKB-së me NUIS K81311012P, me kapital të regjistruar prej 100.000.000 (një qind milion) Lekë, i ndarë në 1.000.000 (një milion) aksione me vlerë nominale 100 Lekë secili ("Shoqëria Target");- Miratimin e nënshkrimit dhe ekzekutimit të Kontratës për Shit-Blerjen e Aksioneve nga Administratori i Shoqërisë Z. Akan Ajdini, për blerjen e 100% të aksioneve të	<p>Today, on 26.03.2018, at 11:00 the Sole Shareholder of the company IuteCredit Albania JSC (the "Company"), a joint stock company registered with the National Business Center ("NBC") with Unique Identification Number ("UIN") L42011023U, located at the address: "Njësia Bashkiake Nr.10, Rruga e Durrësit, ndërtesa nr. 6, Nr. pasurie 2/131, Zona kadastrale 8330, Tiranë, Shqipëri" namely "AS IuteCredit Europe", owner of 65,000 shares, which constitute 100% of the registered share capital of the Company, represented by Mr. Tarmo Sild acting in his capacity of CEO and Member of the Supervisory Council, resolved as follows:</p> <ul style="list-style-type: none">- To purchase 100% of the shares of the company FINAL SH.A, a non-banking financial institution, incorporated as a joint stock company under the Albanian legislation, with registered seat at the address: "Papa Gjon Pali II street, Building 11/1, Entrance 1, Floor 5, Suite 15, Tiranë, Albania", registered with the NBC with NUIS K81311012P, with a share capital of 100.000.000 (one hundred million) Albanian Lekë ("ALL"), divided into 1.000.000 (one million) shares, with a nominal value of 100 ALL each (the "Target Company");- To approve the signature and execution of the Shares Purchase Agreement signed by the Administrator of the Company, namely Mr. Akan Ajdini, for the purchase of 100%



SHOQËRIA "IUTECREDIT ALBANIA" SHA

Selia: Njesia Bashkiake nr.10, Rruga e Durrësit, ndërtesa nr.6, nr.pasurie 2/131, zona kadastrale 8330, Shqiperi
NIPT L42011023U

<p>Shoqërisë Target sipas kopjes bashkëngjitur;</p> <p>- Autorizimin e Z. Akan Ajdini, administrator i Shoqërisë, për të kryer të gjitha veprimet e nevojshme për fitimin e pronësisë së aksioneve të Shoqërisë Target si përfaqësues i Shoqërisë dhe për kryerjen e të gjitha veprimeve të nevojshme për përmbushjen e detyrimeve sipas marrëveshjes së shit-blerjes së aksioneve të Shoqërisë Target, personalisht apo nëpërmjet personave të autorizuar prej tij.</p> <p>Aksionari i Vetëm "AS IUTECREDIT EUROPE" Përfaqësuar nga CEO dhe Anëtar i Këshillit të Administrimit</p> <p> Z. TARMO SILD</p> <p></p>	<p>of the shares of the Target Company as per the copy attached herein;</p> <p>- To authorize Mr. Akan Ajdini, administrator of the Company, to perform all the necessary actions for the acquisition of the ownership title of the shares of the Target Company as representative of the Company and to perform all the necessary actions in order to fulfill the obligations arising from the purchase agreement of the shares of the Target Company, personally or through third persons authorized by him.</p> <p>Sole Shareholder "AS IUTECREDIT EUROPE" Represented by CEO and Member of the Supervisory Council</p> <p> Mr. TARMO SILD</p> <p></p> <p></p> <p></p>
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SofFil
ЕТ "Стефка Шамановска - Софил"
Sofia 1000
Dondukov Blv., No 5, entr. B
Tel./fax: ++359 2 980 79 80
GSM: ++359 898 75 11 08
e-mail: soffil@home.bg

This office has been authorized to translate documents by the Ministry of Foreign Affairs since 2000

Translation from Bulgarian language

**MINISTRY OF JUSTICE
REGISTRY AGENCY**

Sofia 1111, 20 Elisaveta Bagryana Str.
www.registryagency.bg

tel.: 9486 181, fax: 9486 194
office@registryagency.bg

CERTIFICATE

Ref. No. 20171215120615 / 15.12.2017

The Registry Agency certifies herewith that the following circumstances have been entered and the following acts have been declared under the docket of **RIVER STYXX CAPITAL EAD**, **Unified ID Code 200102167** in the Commercial Register's part "Entered Circumstances" and part "Declared Acts" as of 15.12.2017:

Part 'Entered Circumstances'

Section General Information

Identification

1. Unified ID Code **200102167**
RIVER STYXX CAPITAL EAD

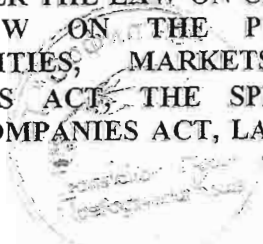
Section General Status

Basic Circumstances

2. Name **RIVER STYXX CAPITAL**
3. Legal form **Sole-owner joint-stock company**
5. Seat and registered address **BULGARIA**
1000 the city of Sofia, District Sofia (capital);
Metropolitan Municipality, Region Sredets,
10 TSAR OSVOBODITEL Blvd., fl. 3
telephone 9321100, fax 9803586

6. Company activity

THE COMPANY MAY PROVIDE ANY TYPE OF FINANCIAL SERVICES WITH THE EXCEPTION OF THOSE SERVICES WHICH REQUIRE SPECIAL LICENSE OR PERMIT UNDER THE LAW ON CREDIT INSTITUTIONS, THE LAW ON THE PUBLIC OFFERING OF SECURITIES, MARKETS IN FINANCIAL INSTRUMENTS ACT, THE SPECIAL PURPOSE INVESTMENT COMPANIES ACT, LAW ON



1
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REMITTANCES, ELECTRONIC PAYMENT INSTRUMENTS AND PAYMENT SYSTEMS, THE HEALTH INSURANCE ACT, THE INSURANCE CODE, THE SOCIAL INSURANCE ACT AND ANY OTHER APPLICABLE REGULATORY ACTS

10. Representatives ELVIN VEHIP GURI, PERSONAL ID NO. 7407247181
12. Board of directors ELVIN VEHIP GURI, PERSONAL ID NO. 7407247181
MARIUS ANGELOV VELICHKOV, PERSONAL ID NO. 6504136669
SLAVCHO PETROV PARUSHEV, PERSONAL ID NO. 6910265783, country: BULGARIA
23. Sole owner of the capital ELVIN VEHIP GURI, PERSONAL ID NO. 7407247181, country: BULGARIA
31. Amount 71,429 BGN
- 31a. Shares type of shares: REGISTERED; number of shares: 71,429; nominal value: 1; rights associated with the different types of shares: special terms and conditions for the transfer of shares:
32. Registered capital 71,429 BGN

Part 'Declared Acts'

Section Current act of association

Current act of association

1001. Description of the declared act

Type: Current articles of association / memorandum of association / articles of incorporation
Description:

Section Declared acts

Declared acts

1001. Description of the declared act

Type: Annual financial statement
Description: 2008
Type: Annual financial statement
Description:
Year: 2009
Type: Annual financial statement
Description: Annual financial statement
Year: 2010
Type: Annual financial statement
Description: Report by the independent auditor
Year: 2010
Type: Annual financial statement
Description: Annual financial statement
Year: 2011
Type: Annual financial statement
Description: part 1
Year: 2012
Type: Annual financial statement
Description: part 2



Year: 2012
Type: Annual financial statement
Description: Annual financial statement 2013 -1
Type: Annual financial statement
Description: Annual financial statement 2013-2
Type: Annual financial statement
Description: Activity report
Year: 2013
Type: Annual financial statement
Description: Auditor report
Year: 2013
Type: Annual financial statement
Description: Activity report for 2014
Year: 2014
Type: Annual financial report
Description: Auditor report for 2014
Year: 2014
Type: Annual financial report
Description: Annual financial report for 2014
Year: 2014
Type: Annual financial report
Description:
Year: 2015
Type: Annual financial report
Description:
Year: 2015
Type: Annual financial report
Description:
Year: 2015
Type: Annual financial report
Description: 1
Year: 2016
Type: Annual financial report
Description: 2
Year: 2016
Type: Annual financial report
Description: Activity report
Year: 2016
Type: Annual financial report
Description: Auditor report
Year: 2016

(First and last name)
[illegible]

Signature and seal: [sgd. illegibly]
[Round seal of the Registry Agency Sofia]



REGISTRY AGENCY to the MINISTER OF JUSTICE

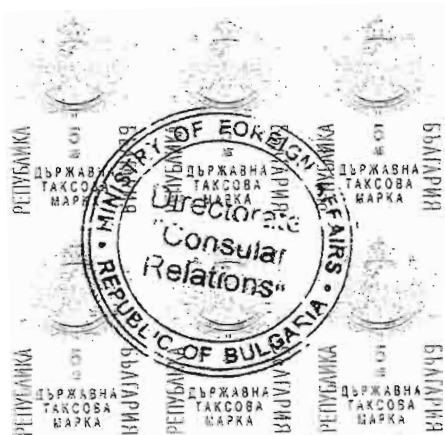
Does hereby certify the authenticity of the signature and seal affixed to the issued document.

Signature: [sgd. illegibly]

[Round seal of the Registry Agency Sofia]

The undersigned Petar Petrov Galabov do certify that my Bulgarian to English translation of the document (s) herewith, namely "Certificate No. 20171215120615", said translation consisting of 4 (four) page(s), is true and correct.

Translator: *Petar Petrov Galabov*



Handwritten signature

THE REPUBLIC OF BULGARIA
Ministry of Foreign Affairs

"Consular relations" Directorate certifies the signature,
affixed by the translator:
Petar Petrov Galabov

The Ministry of Foreign Affairs does not bear the
responsibility for fidelity of the translation.
Sofia, date: 20.12.2017 Legalization sector:
74BD6DB448

Paid tax: 30 lv.



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АГЕНЦИЯ ПО ВПИСВАНИЯТА

София 1111, ул. Елисавета Багряна №20
www.registryagency.bg

тел.: 9486 181, факс: 9486 194
office@registryagency.bg



УДОСТОВЕРЕНИЕ

изх. № 20171215120615 / 15.12.2017г.

Агенция по вписванията удостоверява, че в търговския регистър по партидата на "РИВЪР СТИКС КЕПИТЪЛ" ЕАД, ЕИК 200102167 в част „Вписани обстоятелства“ и част „Обявени актове“ към 15.12.2017 г. са вписани следните обстоятелства и са обявени следните актове:

Част "Вписани обстоятелства"

Раздел Обща информация

Идентификация

1. ЕИК/ЛИК 200102167
"РИВЪР СТИКС КЕПИТЪЛ" ЕАД

Раздел Общ статус

Основни обстоятелства

2. Фирма РИВЪР СТИКС КЕПИТЪЛ
3. Правна форма Еднолично акционерно дружество
5. Седалище и адрес на управление БЪЛГАРИЯ
гр. София 1000, Област София (столица);
Община Столична, Район р-н Среден
бул. ЦАР ОСВОБОДИТЕЛ, № 10, ет. 3

телефон 9321100, факс 9803586

6. Предмет на дейност

ДРУЖЕСТВО МОЖЕ ДА ИЗВЪРШВА ВСЯКАКЪВ ВИД ФИНАНСОВИ УСЛУГИ, С ИЗКЛЮЧЕНИЕ НА ТЕЗИ, ЗА КОИТО СЪГЛАСНО ЗАКОНА ЗА КРЕДИТНИТЕ ИНСТИТУЦИИ, ЗАКОНА ЗА ПУБЛИЧНОТО ПРЕДЛАГАНЕ НА ЦЕННИ КНИЖА, ЗАКОНА ЗА ПАЗАРИТЕ НА ФИНАНСОВИ ИНСТРУМЕНТИ, ЗАКОНА ЗА ДРУЖЕСТВАТА СЪС СПЕЦИАЛНА ИНВЕСТИЦИОННА ЦЕЛ, ЗАКОНА ЗА ПАРИЧНИТЕ ПРЕВОДИ, ЕЛЕКТРОННИТЕ ПЛАТЕЖНИ ИНСТРУМЕНТИ И ПЛАТЕЖНИТЕ СИСТЕМИ, ЗАКОНА ЗА ЗДРАВНОТО ОСИГУРЯВАНЕ, КОДЕКСА ЗА ЗАСТРАХОВАНЕТО, КОДЕКСА ЗА СОЦИАЛНО ОСИГУРЯВАНЕ И ДРУГИ ПРИЛОЖИМИ НОРМАТИВНИ АКТОВЕ СЕ ИЗИСКВА ЛИЦЕНЗИЯ ИЛИ РАЗРЕШЕНИЕ.

10. Представители ЕЛВИН ВЕХИП ГУРИ, ЕГН 7407247181

12. Съвет на ЕЛВИН ВЕХИП ГУРИ, ЕГН 7407247181



директорите

МАРИУС АНГЕЛОВ ВЕЛИЧКОВ, ЕГН 6504136669

СЛАВЧО ПЕТРОВ ПАНУШЕВ, ЕГН 6910265783, държава: БЪЛГАРИЯ

23.Едноличен
собственик на
капитала

ЕЛВИН ВЕХИП ГУРИ, ЕГН 7407247181, държава: БЪЛГАРИЯ

31.Размер

71429 лева

32.Акции

вид акции: **ПОИМЕННИ**, брой акции: 71429 , номинална стойност: 1
права за отделни класове акции:
особени условия за прехвърляне на акции:

32.Внесен капитал 71429 лева

Част "Обявени актове"

Раздел Актуален учредителен акт

Актуален учредителен акт

1001.Описание на обявения акт Вид : Актуален дружествен договор/учредителен акт/устав
Описание :

Раздел Обявени актове

Обявени актове

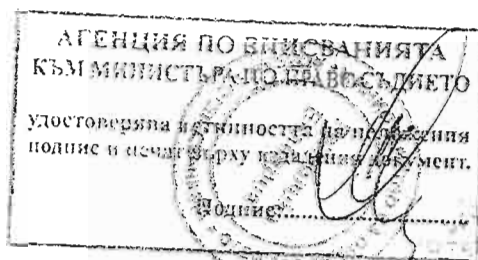
1001.Описание на обявения акт Вид : Годишен финансов отчет
Описание : 2008г.
Вид : Годишен финансов отчет
Описание :
Година : 2009
Вид : Годишен финансов отчет
Описание : Годишен финансов отчет
Година : 2010
Вид : Годишен финансов отчет
Описание : доклад на независимия одитор
Година : 2010
Вид : Годишен финансов отчет
Описание : Годишен финансов отчет
Година : 2011
Вид : Годишен финансов отчет
Описание : част 1
Година : 2012
Вид : Годишен финансов отчет
Описание : част 2
Година : 2012
Вид : Годишен финансов отчет
Описание : Годишен финансов отчет 2013 -1
Вид : Годишен финансов отчет
Описание : Годишен финансов отчет 2013-2
Вид : Годишен финансов отчет
Описание : Доклад за дейността
Година : 2013
Вид : Годишен финансов отчет
Описание : Доклад одитор
Година : 2013
Вид : Годишен финансов отчет
Описание : Доклад за дейността 2014
Година : 2014
Вид : Годишен финансов отчет
Описание : Доклад на одитора 2014
Година : 2014





Вид : Годишен финансов отчет
Описание : Годишен финансов отчет 2014
Година : 2014
Вид : Годишен финансов отчет
Описание :
Година : 2015
Вид : Годишен финансов отчет
Описание :
Година : 2015
Вид : Годишен финансов отчет
Описание :
Година : 2015
Вид : Годишен финансов отчет
Описание : 1
Година : 2016
Вид : Годишен финансов отчет
Описание : 2
Година : 2016
Вид : Годишен финансов отчет
Описание : Доклад за дейността
Година : 2016
Вид : Годишен финансов отчет
Описание : доклад одитор
Година : 2016

В. Тимчев
(Име и фамилия)



Perkthim nga gjuha bullgare



MINISTRIA E DREJTESISE
AGJENCIA E REGJISTRIMIT

Sofia 111, 20 Elisaveta Bagryana Str.
www.registryagency.bg

tel: 9486 181, fax:9486 194
office@registryagency.bg

VERTETIM

Ref.nr.20171215120615/15.12.2017

Agjencia e Regjistrimit vërteton se janë regjistruar rrethanat e mëposhtme dhe aktet në vijim janë deklaruar sipas dokumentit të **RIVER STYXX CAPITAL EAD**, Kodi i Unifikuar ID 200102167 në Regjistrin Tregtar "Rrethanat e Regjistruara" dhe pjesa "Aktet e Deklaruara" më 15.12.2017.

Pjesa " Rrethanat e Regjistruara"

Paragrafi **Informacion i Pergjithshem**
Identifikimi

1. Kodi i Unifikuar ID **200102167**
RIVER STYXX CAPITAL EAD

Paragrafi Statusi i Pergjithshem

Rrethanat Bazë

2. Emri **RIVER STYXX CAPITAL EAD**
3. Forma ligjore **Shoqëria aksionere e me pronar te vetem**
- 5.Selia dhe adresa e regjistruar **BULLGARI**
1000 qyteti I Sofia, Rrethi Sofia (kryeqytet)
Bashkia Metropolitane, Rajoni Sredets
10 TSAR OSVOBODITEL Blvd., fl.3
Tel.: 9321100, Fax: 9803586

- 6.Objekti i shoqerise Shoqëria mund të ofrojë çfarëdo lloj shërbimesh financiare me përjashtim të atyre shërbimeve që kërkojnë licencë ose leje të posaçme sipas ligjit mbi institucionet e kredive, ligjin mbi ofertën publike të titujve, tregjet në Instrumentet financiare, mbi aktin e shoqerive te investimit per qellime te veçanta. Ligji mbi

Remitancat, instrumentet elektronike të pagesave dhe sistemeve të pagesave, aktin e sigurimeve shëndetësore, kodin e sigurimeve, aktin e sigurimeve shoqërore dhe çdo akt tjetër rregullator të zbatueshëm.

10. Perfaqesuesit **ELVIN VEHIP GURI, ID. Nr.7407247181**
12. Bordi i Drejtoreve **ELVIN VEHIP GURI, ID. Nr.7407247181**
MARIUS ANGELOV VELICHKOV, ID nr.6504136669
SLAVCHO PETROV PARUSHEV, ID nr.6910265783,
Vendi : BULLGARIA
23. Pronari i vetem i kapitalit **ELVIN VEHIP GURI, ID. Nr.7407247181**
Vendi BULLGARIA
31. Shuma **71,429 BGN**
- 31a. Aksionet **tipi i aksioneve: TE REGJISTRUARA; numri i aksioneve : 71,429;**
Vlera nominale : 1;
Te drejtat qe lidhen me tipet e ndryshme te aksioneve:
Terma dhe kushte te posaçme per transferimin e aksioneve
32. Kapitali i regjistruar **71,429 BGN**

Pjesa “ Akte te Deklaruara”

Paragrafi Akti aktual i shoqerise

Akti aktual i shoqerise

1001. Pershkrimi i aktit te deklaruar **Tipi : Nenet aktuale te shoqerise/memorandum i shoqerise/akti i themelimit**
Pershkrimi :

Paragrafi Akte te Deklaruara

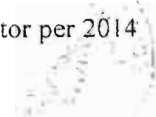
Akte te deklaruar

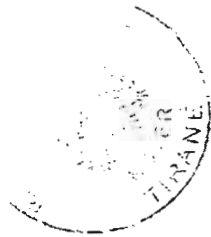
1001. Pershkrimi i aktit te deklaruar **Tipi : Pasqyra financiare vjetore**
Pershkrimi : 2008
Tipi: Pasqyra financiare vjetore
Pershkrimi :
Viti : 2009
Tipi: Pasqyra financiare vjetore
Pershkrimi :





Viti : 2010
Tipi: Pasqyra financiare vjetore
Pershkrimi: Raport nga auditi i pavarur
Viti: 2010
Tipi: Pasqyra financiare vjetore
Pershkrimi: Pasqyra financiare vjetore
Viti : 2011
Tipi: Pasqyra financiare vjetore
Pershkrimi: Pjesa I
Viti : 2012
Pershkrimi : pjesa 2
Viti : 2012
Tipi: Pasqyra financiare vjetore
Pershkrimi: Pasqyra financiare vjetore 2013-1
Tipi: Pasqyra Financiare vjetore
Pershkrimi: Pasqyra financiare vjetore 2013-2
Tipi: Pasqyra financiare vjetore
Pershkrimi: Raport i aktivitetit
Viti : 2013
Tipi: Pasqyra financiare vjetore
Pershkrimi: Raport i auditit
Viti : 2013
Tipi : Pasqyra financiare vjetore
Pershkrimi: Reaport if aktivitetit per 2014
Viti : 2014
Tipi: Raporti finnaciuar vjetor
Pershkrimi: Raporti i auditit per 2014
Viti : 2014
Tipi: Raporti financiar vjetor
Pershkrimi: Raporti financiar vjetor per 2014
Viti : 2014
Tipi: Raporti financiar vjetor
Pershkrimi:
Viti : 2015
Tipi: Raporti financiar vjetor
Pershkrimi:
Viti : 2015
Tipi: Raporti financiar vjetor
Pershkrimi:
Viti 2015
Tipi: Raporti financiar vjetor





Pershkrimi : 1
Viti : 2016
Tipi: Raporti financiar vjetor
Pershkrimi: 2
Viti: 2016
Tipi: Raporti financiar vjetor
Pershkrimi: Raporti i aktivitetit
Viti : 2016
Tipi: Raporti financiar vjetor
Pershkrimi: Raport i auditit
Viti : 2016

(Emri dhe mbiemri)
(i palexueshem)

Firma dhe vula : (firma e palexueshme)
(Vula e rumbullaket e Agjensise se Regjistrimit Sofia)

Firma dhe vula e perkthyesit.

AGJENCIA E REGJISTRIMIT per MINISTRINE E DREJTESISE
Vertetojme autenticitetin e firmes dhe vules së vendosur ne dokumentin e leshuar.

Firma : (firma e palexueshme)
(Vula e rumbullaket e Agjensise se Regjistrimit Sofia)

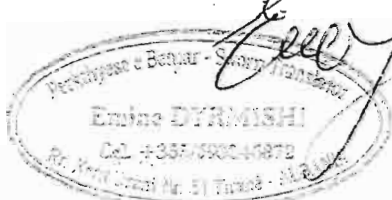
I nenshkruari Petar Petrov Galabov vertetoj se perkthimi im nga bullgarisht ne anglisht i ketij dokumenti , “ Çertifikate Nr.20171215120615”, perkthimi i cili perbehet nga 4 (kater) faqe eshte i sakte.

Perkthyesi: Petar Petrov galabov

REPUBLIKA E BULLGARISE
Ministria e Puneve te Jashtme
Drejtoria e “ Marredhenieje Konsullore” verteton frimen e vendosur nga perkthyesi.
Petar Petrov Galabov

Ministria e Puneve te Jashtme nuk mban pergjegjesi per besnikerine e eprkthimit.
Sofia, me 20.12.2017 Sektori i legalizimit:
ID: 13-18574BD6DB448

Perktheu : Emine Dyrnishi



APOSTILLE

(Konventa-e Hages date 5 tetor 1961)

1. Vendi : REPUBLIKA E BULLGARISE
Ky dokument publik
2. eshte firmosur nga : Stefaniya Matarova-Dinova
3. qe vepron ne cilesine e : Zyrtar i certifikimit
4. mban vulen e : Agjencise se Regjistrimit

VERTETUAR

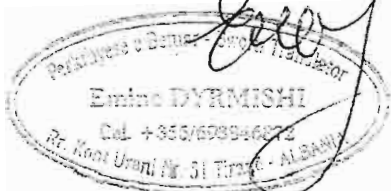
5. ne . SOFIA-BULLGARI
6. Me : 20.12.2017
7. nga: MINISTERIA E PUNEVE TE JASHTME
Drejtoria e “ Marredhenieve Konsullore”.
8. Numri : **B-13-19605/20.12.2017**
9. Vula: Vula

10. Firma : Firma
LILIYA BONEVA
Drejtor Sektori-MPJ.

Ky dokument do te perdoret ne nje shtet qe nuk ben pjese ne Konventen e Hages te dates 5 tetor 1961, ai duhet t'i paraqitet seksionit konsullor te misionit qe perfaqeson ate shtet.
Apostillja apo legalizimi konfirmon vetem qe firma , vula apo stampa ne dokument eshte e vertete.
Kjo nuk do te thote se permbajtjet e dokumentit jane te sakta ose qe Ministria e Puneve te Jashtme aprovon permbajtjet.

ID :4334004B1C9E10

Perktheu : Emine Dyrmishi



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

GJENDJA E REGJISTRIMIT

1. Numri unik i identifikimit te subjektit (NUIS)	K72223031K	
2. Data e Regjistrimit	23/10/2007	
3. Emri i Subjektit	BALFIN	
4. Forma ligjore	SHPK	
5. Data e themelimit	11/09/2007	
6. Kohëzgjatja	Nga: 11/09/2007	
7. Zyra qendrore e shoqërisë në Shqipëri	Tirane Tirane TIRANE Njesia bashkiake nr.2, Rruga Papa Gjon Pali II, Ndertesa Nr.12, Kati 11, Zyra nr.1206, Kodi Postar 1010.	
8. Kapitali	3.216.205.000,00	
8.1 Numri i përgjithshëm i kuotave	100,00	
9. Objekti i aktivitetit	Investimi me pjesemarrje ne kuota. Ofrimi i sherbimit te konsulences, ne fushen e biznesit, manaxhimit, taksave, informatikes etj. Menaxhimi i qendrave tregtare, bareve dhe restoranteve. Importi - eksporti, shitja me shumice dhe pakice e produkteve tekstile, veshje te te gjitha llojeve. Shitja me shumice dhe pakice e mallrave industrial dhe ushqimore. Tregtimi i artikujve te ndryshem. Importi - eksporti shitja me shumice e pakice e pajisjeve elektrike, elektronike, lende te para per industrine, materiale ndertimi dhe hidrosanitare, pajisje zyrash kancelari, pjese kembimi, auto dhe makineri te gdo lloji, pajisje teknologjike etj. Shitja, blerja dhënia me qira e pasurive te paluajtshme. Transport i mallrave dhe udhetareve brenda dhe jashte vendit. Si dhe çdo veprimtari tjetër ekonomike qe do te konsiderohet e nevojshme dhe e dobishme per realizimin e qellimit te shoqërisë dhe qe nuk bie ndesh me legjislacionin Shqiptar ne fuqi.	
10. Administratori/ët	Edlira Muka	
10.1 Afati i emërimit	Nga: 16/02/2015	Deri: 16/02/2020
11. Procedura e emërimit nëse ndryshon nga parashikimet ligjore		
11.1 Kufizimet e kompetencave (nëse ka)		
12. Eksperti/ët Kontabël (nëse ka)	Dega ne Shqiperi e Shoqerise ERNST & YOUNG - EKSPERTE KONTABEL TE AUTORIZUAR	
12.1 Afati i emërimit		



Datë: 17/04/2018

Emri, Mbiemri, Nënshkrimi
(i nëpunësit të sportelit)

Kopje nga Web



Majlinda Demko

From: Eva AGASTRA [eagastra@fin.al]
Sent: Monday, March 19, 2018 10:40 AM
To: Majlinda Gjata
Subject: Nr i llogarise personale fib- Majlinda

AL52 2151 1031 ALL1 0000 0600 8104

Faleminderit
Eva

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Eteleva AGASTRA
Finance Department



Rruga "Papa Gjon Palli II"
Pallati 11/1, Kati V,
Tirane (AL)
Mob: +355 69 42 81 401
Web: www.fin.al

Majlinda Gjata