

**AGREEMENT FOR THE SALE AND TRANSFER OF  
SHARE(QUOTA)**

This Agreement ("Agreement") is entered today on 01.06.2023, between:

**Frenklind Prifti**, Albanian citizen, born on 12.06.1991, in Tirane, holder of the passport with No. BF4835459, and personal identification number J106120810, major and with full legal capacity to act;

hereinafter referred as "**Seller**"

and

**FinHub Holdings Inc.**, a profit corporation, incorporated on 16.05.2023, with registration No. 2023-001269766, registered in Wyoming, USA, having its seat at 1603, Capitol Ave, Suite 310, Cheyenne, WY 82001, USA, having as president Mr. Benjamin John Hinke USA Citizen, holder of the passport No. 587268310, resident in New York, USA, major with full legal capacity to act, represented through the special power of attorney, dated 26.05.2023, by Mr. Ian Adam Samlin, born on 25.06.1993 in New York, USA, identified with Passport No A01174967, resident in New York, USA, major with full legal capacity to act;

hereinafter referred as "**Buyer**"

**WHEREAS:**

A. FinHub shpk, is an Albanian limited liability company, duly registered in the Commercial Register, National Registration Center with unique identification number NIPT M31424012L, dated **24.02.2023**, with a registered capital of **100 ALL**, divided into 1 share(quota), with a nominal value of 100 ALL, representing 100% of the registered capital ("**Company**").

B. The registered Shareholder of the Company is: Frenklind Prifti, Albanian citizen, born on 12.06.1991, in Tirana, holder of the passport with No. BF4835459, and personal identification number J106120810.

C. By means of this Agreement, the Seller sells and transfers to the Buyer, 100 % of the registered capital of the Company, consisting of 1 share with a nominal value of 100 ALL.

*NOW, THEREFORE, the Parties hereby agree as follows:*

**Article 1**

**The Purpose**

1.1. The Purpose of this Agreement is the sale and the transfer of 1 share (quota), with a nominal value of 100 ALL, which represents 100% of the registered capital of the Company, that shall be transferred from the Seller in the ownership of the Buyer.

1.2. The Buyer accepts the ownership of 1 share, with a nominal value of 100 ALL, which represents 100% of the registered capital of the Company, as well as all the rights and liabilities, which arise from the ownership.

**MARREVESHJE PER SHITJEN DHE TRANSFERIMIN E  
KUOTES**

Kjo Marreveshje ("**Marreveshja**") eshte nenshkruar sot, me 01.06.2023, midis:

**Frenklind Prifti**, shtetas shqiptar, lindur me 12.06.1991, ne Tirane, mbajtes i pasaportes Nr. BF4835459, dhe numrit personal identifikues J106120810, madhor e me zotesi te plote per te vepruar;

referuar si "**Shitesi**"

dhe

**FinHub Holdings Inc.**, nje korporate tregtare, qe eshte themeluar me 16.05.2023, me numer regjistrimi 2023-001269766, e regjistruar ne Wyoming, SHBA, me seli ne 1603, Capitol Ave, suite 310, Cheyenne, WY 82001, SHBA, me president z. Benjamin John Hinke, shtetas i SHBA, mbajtes i pasaportes nr. 587268310, banues ne New York, SHBA, me zotesi te plote per te vepruar/ perfaqesuar permes prokures se posacme date 26.05.2023 nga z. Ian Adam Samlin, lindur me 25.06.1993 ne New York, USA, identifikuar me Pasaporten Nr. A01174967, banues ne New York, USA, madhor e me zotesi te plote per vepruar;

referuar si "**Bleresi**"

**MEQENESE:**

A. FinHub shpk, eshte nje shoqeri shqiptare me pergjegjesi te kufizuar, e regjistruar rregulisht ne Regjistrin Tregtar, Qendra Kombetare e Regjistrimit, me numrin unik identifikues NIPT M31424012L, date 24.02.2023, me kapital te regjistruar prej 100 ALL, i ndare ne 1 kuote, me vlere nominale 100 Leke , qe perfaqeson 100% te kapitalit te regjistruar ("**Shoqeria**").

B. Ortaku i regjistruar i Shoqerise eshte: Frenklind Prifti, shtetas shqiptar, lindur me 12.06.1991, ne Tirane, mbajtes i pasaportes Nr. BF4835459, dhe numrit personal identifikues J106120810.

C. Me ane te kesaj Marreveshjeje, Shitesi shet dhe transferon ne pronesi te Bleresit, 100% te kapitalit te regjistruar te Shoqerise, qe perbehet nga 1 kuote, me vlere nominale 100 Leke.

PERSA ME SIPER, Palet bien dakort sa me poshte vijon:

**Neni 1**

**Qellimi**

1.1 Qellimi i kesaj Marreveshjeje eshte shitja dhe transferimi i 1 kuote, me vlere nominale 100 Leke, qe perfaqeson 100% te kapitalit te regjistruar te Shoqerise, qe transferohet nga Shitesi ne pronesine e Bleresit.

1.2 Bleresi pranon pronesine e 1 kuote me vlere nominale 100 Leke, qe perfaqeson 100% te kapitalit te regjistruar te Shoqerise, si dhe te gjitha te drejtat dhe detyrimet qe rrjedhin nga pronesia.



## Article 2 The Price of the Transfer

2.1. Seller confirms that has been fully paid from the Buyer, according to the agreed sale price, equal to the value of 100 ALL and as a result, transfers in the ownership of the Buyer, 1 share(quota), with a nominal value of 100 ALL, which represents 100% of the Capital of the Company.

## Article 3 Registration

3.1. The Seller agrees to execute and deliver upon first request of the Buyer, any documents necessary and in general to do anything necessary to have the transfer, subject of this Agreement, registered with the Commercial Register in National Business Center and with any other Albanian authority as required by Albanian Law.

3.2. The Buyer is entitled to apply for registration, as per this article, in accordance with the applicable provisions of the Albanian legislation.

## Article 4 Representations and Warranties of the Seller

4.1. The Seller represents and warrants to the Buyer, that the following representations and warranties are true and accurate as of the date hereof and will be true and accurate, without any limitation in time:

- This Agreement constitutes a legal, valid and binding obligation on the Seller, enforceable against the latter in accordance with its terms;
- The Seller has the authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder;
- All legislative acts and/or other proceedings required by the law to be taken by or on behalf of the Seller to authorize the same to enter into and to carry out this Agreement have been properly taken; The execution, delivery and performance of this Agreement by the Seller, has been duly and validly authorized by all necessary corporate actions of the latter and its sole Shareholder, in accordance with its governing foundation and constitutional documentation of the Company, and this Agreement does not and will not result in any breach or default under any arrangements, agreements or judgments to which the Seller or the Company, is a party or by which the latter is bound and the enforcement of which would adversely affect the Seller's ability to perform the terms of the Agreement;
- The execution of this Agreement does not require any further notice to or any filing, approval, authorization.

## Neni 2 Çmimi i Transferimit

2.1 Shitesi konfirmon se eshte paguar ne teresisht nga Bleresi, ne perputhje me çmimin e percaktuar te shitjes, te barabarte me vleren e 100 leke dhe si rezultat, transferon ne pronesi te Bleresit, 1 kuote, me vlere nominale 100 ALL, qe perfaqeson 100% te kapitalit te Shoqerise.

## Neni 3 Regjistrimi

3.1 Shitesi pranon te kryeje dhe dorezoje sipas kerkeses se pare te Bleresit, çdo dokument te nevojshem dhe ne pergjithesi te beje çdo gje qe eshte e nevojshme per te regjistruar transferimin, objekt i kesaj Marreveshjeje, ne Regjistrin Tregtar ne Qendren Kombetare te Biznesit dhe te çdo autoritet tjetër shqiptar, sipas nevojës se Ligjit shqiptar.

3.2. Bleresi ka te drejte te aplikojë per rregjistrimin sipas ketij neni, ne perputhje me parashikimet e zbatueshem te legjislacionit shqiptar.

## Neni 4 Deklarime dhe Garanci te Shitesit

4.1 Shitesi deklaron dhe garanton perpara Bleresit, se deklarimet dhe garancite e meposhtme jane te verteta dhe te sakta ne ditën e sotme dhe do te jene te verteta dhe te sakta, pa kufizime ne kohe:

- Kjo Marreveshje perben nje detyrim te ligjshem, te vlefshem dhe te detyreshem per Shitesin, te ekzekutueshem kunder ketij te fundit, ne perputhje me kushtet e saj;
- Shitesi ka zotesine dhe mundesine per te ekzekutuar dhe dorezuar kete Marreveshje dhe per te perrmbushur detyrimet e parashikuara ne te;
- Te gjitha aktet ligjore dhe / ose procedurat e tjera te kerkuara nga ligji, per tu marre nga Shitesi apo ne emer te tij, per te autorizuar kete te fundit per te hyre ne kete Marreveshje dhe per ta ekzekutuar ate, jane marre siç duhet; Kryerja, dorezimi dhe zbatimi i kesaj Marreveshje nga Shitesi, eshte miratuar rregullisht dhe menyre te vlefshme duke u kryer te gjitha veprimet e lidhura me Shoqerine dhe Shitesin si ortak i vetem, ne perputhje me parimet baze dhe dokumentacionin themelor te Shoqerise, dhe kjo Marreveshje nuk do te rezultojë ne shkelje ose mosperrmbushje te ndonje kontrate, marreveshjeje ose vendimi te cilat Shitesi apo Shoqeria eshte pale, ose prej te cilave eshte i detyruar te veproje dhe ekzekutimi i te cilave ndikojne aftesine e Shitesit per te perrmbushur kushtet e kesaj e Marreveshje;
- Zbatimi i kesaj Marreveshjeje nuk kerkon ndonje lajmerim ose ndonje dorezim, miratim, autorizim te metejshem.



**Article 5  
Miscellaneous**

5.1. Parties hereby warrant that they have read and understood the terms of this Agreement.

5.2. This Agreement represents the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous discussions, agreements and understandings relating thereto.

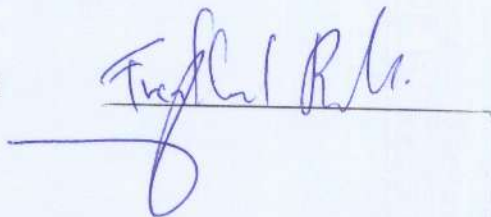
5.3. This Agreement nor any of the rights or obligations of the parties hereto may be assigned by any of the parties hereto without prior written consent of the other.

5.4. This Agreement and any connected agreements or documents are subject to and shall be construed in accordance with Albanian Legislation. The Competent Jurisdiction is Tirana District Court.

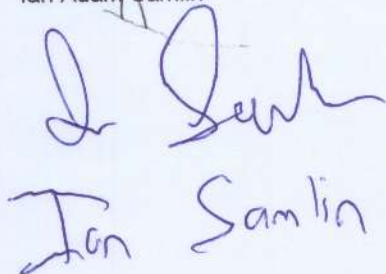
5.5. This Agreement is prepared in 5 (four) counterparts in English and Albanian. Are attached to this Agreement, identification data of the Seller, Buyer and the Company.

In witness whereof the parties duly sign this Agreement, today on 01.06.2023.

**Seller  
Frenklind Prifti**



**Buyer  
Finhub Holding Inc.  
Represent by  
Ian Adam Samlin**



Ian Samlin

**Neni 5  
Ndryshme**

5.1 Palet garantojne se kane lexuar dhe kuptuar kushtet e kesaj Marreveshjeje.

5.2 Kjo Marreveshje paraqet te gjitha marreveshjen dhe mirekuptimin e plote midis dhe ndermjet Paleve ne lidhje me ceshtjen qe trajtohet ketu dhe zevendeson diskutimet, marreveshjet dhe marreveshjet e meparshme ose aktuale ne lidhje me te.

5.3 Kjo Marreveshje, si dhe çdo te drejte ose detyrim i paleve ketu, nuk mund te trasferohet tek asnje pale e trete pa miratimin e shkruar paraprak te pales tjeter.

5.4 Kjo Marreveshje dhe çdo marreveshje ose dokumente te lidhura jane nenshtruar dhe do te interpretohen ne perputhje me Ligjin shqiptar. Juridiksioni kompetent eshte Gjykata e Rrethit Tirane.

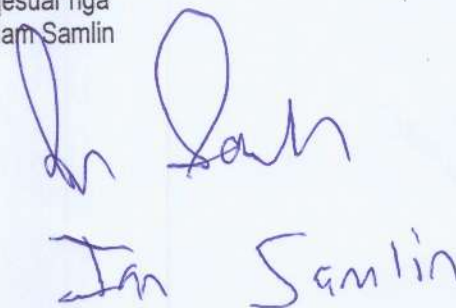
5.5 Kjo Marreveshje eshte pergatitur ne 4 (kater) kopje ne gjuhen angleze dhe ne shqip. Jane bashkalidhur ne kete marreveshje dokumenta identifikues te Shitesit, Bleresit dhe Shoqerise.

Ne deshmi te sa me siper, palet nenshkruajne kete Marreveshje me daten 01.06.2023.

**Shitesi  
Frenklind Prifti**



**Bleresi  
Finhub Holding Inc.  
Perfaqesuar nga  
Ian Adam Samlin**



Ian Samlin

*Permes:*  
  
Julian Zhelegu

REPUBLIKA E SHQIPËRISË  
DHOMA KOMBËTARE E NOTERISË  
DEGA VENDORE TIRANË  
NOTER JULIAN ZHELEGU



V2023053950304739002

DATE 02/06/2023  
NR REP 4906



VERTETIM PERKTHIMI

Unë noter JULIAN ZHELEGU, anëtar i Dhomës Kombëtare të Noterisë, Dega Vendore TIRANË, me zyrë në rrugën “Njesia Bashkiake nr. 5, Rr. Pjeter Bogdani, Godina Nr. 13, Hyrja Nr. 2”, licencuar nga Ministria e Drejtësisë si përkthyes zyrtar i gjuhës angleze, deklaroj se kam përkthyer njësoj me origjinalin dokumentin bashkëlidhur këtij vërtetimi, nga gjuha angleze në gjuhën shqipe.

Ky vërtetim është përpiluar nga ana ime në bazë të nenit 62/j, të ligjit nr. 110, datë 20.12.2018 “Për Noterinë”.

NOTER

JULIAN ZHELEGU



# Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America  
This public document
2. has been signed by **Milton Adair Tingling**
3. acting in the capacity of **County Clerk**
4. bears the seal/stamp of the **county of New York**

Certified

5. at Albany, New York
6. the 8th day of August 2023
7. by Deputy Secretary of State for Business and Licensing Services, State of New York
8. No. A-2081589
9. Seal/Stamp
10. Signature



*Whitney A. Clark*

Whitney A. Clark

Deputy Secretary of State for Business and Licensing Services

State of New York }  
County of New York } ss:

No. 874969

I, **Milton Adair Tingling**, Clerk of the County of New York, and Clerk of the Supreme Court in and for said county, the same being a court of record having a seal, **DO HEREBY CERTIFY THAT**

**BRIAN KATZ**

whose name is subscribed to the annexed original instrument has been commissioned and qualified as a NOTARY PUBLIC..... and has filed his/her original signature in this office and that he/she was at the time of taking such proof or acknowledgment or oath duly authorized by the laws of the State of New York to take the same; that he/she is well acquainted with the handwriting of such public officer or has compared the signature on the certificate of proof or acknowledgment or oath with the original signature filed in his/her office by such public officer and he/she believes that the signature on the original instrument is genuine.



IN WITNESS WHEREOF, I have hereunto set my hand and my official seal this 06th day of July, 2023

*Milton Adair Tingling*

County Clerk, New York County



Services  
New York  
NEW YORK  
SUBSCRIBE  
THIS  
MAY, 20



Special Power of Attorney  
("SPoA")

On this date 05.26.2023,

**Finhub Holdings Inc.**, a profit corporation, incorporated on 16.05.2023 and registered in Wyoming, USA, having its seat at 1603, Capitol Ave, Suite 310, Cheyenne, WY 82001, USA, having as president Mr. Benjamin John Hinke USA Citizen, holder of the passport No. 587268310, resident in New York, USA, major with full legal capacity to act ("**Finhub Holdings Inc**");

issues this special power of attorney, by means of which authorizes:

**Ian Adam Samlin**, born on 25.06.1993 in New York, USA, identified with Passport No A01174967, resident in New York, USA, major with full legal capacity to act ("**Representative**");

to act in his name but on behalf Finhub Holdings Inc., in order to ("**Purpose**"):

- purchase the shares of FinHub shpk, an Albanian limited trade liability company, registered on 24.02.2023, with the Commercial Registry in Albania, with unique number of identification NUIS M31424012L ("**FinHub shpk**"), with its seat at Kavaja Street, G-KAM Business Center, Kati V, Tirana, Albania; and
- to register Finhub Holdings Inc., with the Albanian Commercial Registry, as sole shareholder of FinHub shpk, owner of the registered capital of FinHub shpk, consisting in 1 share, with a nominal value of 100ALL ("**Shares**");

In order to achieve the Purpose, the Representative, is authorized to sign and execute the share purchase agreement, including any amendments or modifications thereof, as well as any other document related to the purchase of Shares of FinHub shpk, deemed necessary as per the Albanian applicable legislation, to accept delivery of the shares, make payment, and do all things necessary or incidental to the completion of the share purchase transaction.

The Representative shall represent Finhub Holdings Inc., in all matters concerning the purchase of Shares in FinHub shpk and is therefore authorized to negotiate, execute, and deliver any and all documents, agreements, and instruments necessary for the completion of the transaction, and to decide and perform on any other matter related to the achievement of the Purpose of this Special Power of Attorney.

Further the Representative is authorized to follow any and all procedures in order to register Finhub Holdings Inc., as sole shareholder of FinHub shpk, either personally or by authorizing, by means of a special power of attorney, Albanian lawyers, that shall be entitled to follow any and all procedures before the Albanian Commercial Registry, as well as any other procedures before the Albanian entities, such as Register of Ultimate Beneficial Owners.

The Representative is authorized and to him has been drafted the full power and authority to perform any and all acts required to carry out and achieve the Purpose.

This Special Power of Attorney is valid from the date of its execution until the time that the share purchase transaction is successfully completed and Purpose of this Special Power of Attorneys is considered achieved.

Finhub Holdings Inc.  
Benjamin John Hinke

STATE OF NEW YORK  
COUNTY OF NEW YORK

SWORN AND SUBSCRIBED  
TO BEFOREME THIS  
31<sup>ST</sup> DAY OF MAY, 2023



5/31/2023

*[Signature]*

NOTARY PUBLIC Reg No. 02KAG435764  
07/06/2026



**Apostile**  
(Konventa e Hages 5 Tetor 1961)

1. Shteti: Shtetet e Bashkuara te Amerikes  
Ky dokument publik
2. eshte nenshkuar nga **Milton Adair Tining**
3. duke vepruar ne cilesine e **Nenpunesit te Kontese**
4. mbajtes i vules/stampes te kontese se **New York**

Leshuar

5. ne Albany, New York
6. me date 08 Gusht 2023
7. nga Zevendes Sekretari i Shtetit per Sherbime Biznesi dhe Licensimi, Shteti i New Yorkut
8. Nr. A-2081589
9. Vula/Stampa
10. Nenshkrimi

Vula

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Whitney A.Clark

Zevendes sekretari i Shtetit per Sherbime Biznesi dhe Licensimi





Forma 1

Shteti i New Yorkut  
Konte e New Yorkut

SS:

**Nr.874969**

Une, i nenshkuari **Milton Adair Tingling**, Nenpunes i Kontese se New Yorkut, dhe Nenpunes i Gjykates se Larte se Kontese ne fjale, e cila eshte nje gjykate fakti qe zoteron nje vule, **SI ME POSHTE VERTETOJ QE**

**BRIAN KATZ**


**Vula** emri i te cilit eshte nenshkuar ne rregjistrat origjina ku eshte caktuar dhe kualifikuar si NOTER PUBLIK.....  
dhe ka dorezuar ne kete zyre nenshkrimin e tij/saj origjinal dhe qe ne kohen e marrjes se kesaj deshmie njohjeje ose betimi ishte i autorizuar nga ligjet e Shtetit te New York-ut dhe: qe eshte mire i/e njohur me shkrimin e nje zyrtari te tille publik ose ka krahasuar nenshkrimin ne certifikaten e deshmise te njohjes ose betimit me nenshkrimin origjinal te dorezuar ne zyren e tij nga nje zyrtar publik i tille dhe ai/ajo beson qe nenshkrimi me dokumentin origjinal eshte autentik.

Si deshmi kam vendosur nenshkrimin tim dhe vulen zyrtare me date 06 Korrik 2023

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Nenpunes i Kontese se New Yorkut





## Prokure e Posaçme

Me date 26.05.2023.

Finhub Holdings Inc., nje Korporate fitimpruese, e themeluar me date 16.05.2023 dhe e regjistruar ne Wyoming, SHBA, me seline ne 1603, Capitol Ave, Suite 310, Cheyenne, WY 82001, SHBA, me Presidentin zotin Benjamin John Hinke, qytetar amerikan, mbajtes i pasaportes Nr. 587268310, banues ne New York, SHBA, me zotesi juridike te plote per te vepruar ("Finhub Holdings Inc.");

me ane te kesaj prokure te posaçme autorizon:

**Ian Adam Samlin**, i lindur me 25.06.1993 ne New York, SHBA, i identifikuar me Pasaporten Nr. A01174967, banues ne New York, SHBA, me zotesi juridike te plote per te vepruar ("**Perfaqesues**");

te veproje ne emer te te perfaqesuarit, por per llogari te Finhub Holdings Inc., sipas qellimeve ("**Qellimi**"):

- Te blej aksionet e FinHub shpk, nje shoqeri tregtare shqiptare me pergjegjesi te kufizuar , e regjistruar me date 24.02.2023, ne Regjistrin Tregtare ne Shqiperi, me numrin unik te identifikimit NUIS M31424012L ("**FinHub shpk**"), me seline ne Rruga e Kavajes, G-KAM Business Center, Kati V, Tirane, Shqiperi; dhe
- Te regjistroje Finhub Holdings Inc., ne Regjistrin Tregtare ne Shqiperi, si aksioner i vetem i FinHub shpk, pronar i kapitalit te regjistruar te FinHub shpk, i perbere nga 1 aksion, me vlere nominale 100ALL ("**Aksionet**")

Per te arritur Qellimin, Perfaqesuesi eshte i autorizuar per te nenshkruar dhe zbatuar marreveshjen e blerjes se aksioneve, duke perfshire çdo ndryshim ose modifikim te saj, si dhe çdo dokument tjetër te lidhur me blerjen e Aksioneve te FinHub shpk, qe vleresohet e nevojshme sipas ligjeve te aplikueshme ne Shqiperi, per te pranuar dorezimin e aksioneve, per te bere pagesa, dhe per te kryer te gjitha veprimet e nevojshme per perfundimin e transakcionit te blerjes se aksioneve.

Perfaqesuesi do te perfaqesoje Finhub Holdings Inc., ne te gjitha çeshtjet qe kane te bejne me blerjen e aksioneve te FinHub shpk dhe si rezultat eshte i autorizuar te negocioje, te nenshkruaje dhe dorezoje te gjitha dokumentet, marreveshjet dhe instrumentet e nevojshme per perfundimin e transakcionit, dhe te kryeje çdo veprim tjetër lidhur me realizimin e Qellimit te kesaj Prokure te Posaçme.

Gjithashtu, Perfaqesuesi eshte i autorizuar te ndjeke çdo procedure per te regjistruar Finhub Holdings Inc., si aksioner te vetem te FinHub shpk, personalisht ose duke autorizuar, me ane te nje prokure te poçme, avokate shqiptare, te cilet do te kene te drejten te ndjekin çdo procedure perpara Regjistrin Tregtar Shqiptar, si dhe para çdo institucioni shqiptare, si Regjistri i Pronareve Perfundimtare.

Perfaqesuesi eshte i autorizuar dhe i eshte dhene pushteti i plote dhe autoriteti per te kryer çdo veprim dhe veprimtari te nevojshme per te realizuar Qellimin.

Kjo Prokure e Posaçme eshte e vlefshme nga data e nenshkrimit deri ne momentin kur transakcioni i blerjes se aksioneve do perfundoje me sukses dhe Qellimi i kesaj Prokure te Posaçme do konsiderohet i arritur.

**Finhub Holdings Inc.**  
**Benjamin John Hinke**

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REPUBLIKA E SHQIPËRISË  
DHOMA KOMBËTARE E NOTERISË  
DEGA VENDORE TIRANË  
NOTER JULIAN ZHELEGU



V2023053950471496960

DATE 24/08/2023  
NR REP 7778

VËRTETIM PËRKTHIMI

Unë noter JULIAN ZHELEGU, anëtar i Dhomës Kombëtare të Noterisë, Dega Vendore TIRANË, me zyrë në rrugën "Njesia Bashkiake nr. 5, Rr. Pjeter Bogdani, Godina Nr. 13, Hyrja Nr. 2", licencuar nga Ministria e Drejtësisë si perkthyes zyrtar i gjuhës angleze, deklaroj se kam përkthyer njësoj me origjinalin dokumentin, bashkëlidhur këtij vërtetimi, nga gjuha angleze në gjuhën shqipe.

Ky vërtetim është përpiluar nga ana ime në bazë të nenit 62/j, të ligjit nr. 110, datë 20.12.2018 "Për Noterinë".



NOTER  
JULIAN ZHELEGU