

REPUBLIKA E SHQIPERISE  
DHOMA E NOTERISE TIRANE

Nr. 5253 Rep.

Nr. 1796 Kol



### MARREVESHJE

Sot, me 11 nentor 2004, perpara meje noterit te Dhomes se Notereve Tirane, u paraqiten palet e meposhtme te cilet me shprehen vullnetin e tyre per te lidhur kete Marreveshje (me poshte quajtur "Marreveshja"):

- FONDI SHQIPTARO-AMERIKAN I NDERMARRJEVE, entitet pa-qellim-fitimi, krijuar, sipas legjislacionit te Shtetit Delaware, U.S.A, me zyre perfaqesimi ne Shqiperi, Tirane ne adresen Rr. "Deshmoret e 4 Shkurtit", kompleksi "Green Park", Kulla 2, kati 12, perfaqsuar nga Z. Jeffrey T. Griffin i njohur prej meje noterit, ne cilesine e perfaqesuesit ligjor te Fondit (me poshte i quajtur "Fondi");

dhe


- Z. SKENDER AMONIKU, nenshtetas shqipetar, lindur ne Fier me 15 Gusht 1964, mbajtes I pasaportes nr. Z 0057810, banues ne Fier, madhor e me zotesi te plote per te vepruar, per identitetin e te cilit u sigurova nga dokumentat qe me paraqiti;

- Z. ILIR KARÇINI, nenshtetas shqipetar, lindur ne Fier me 2 Nentor 1969, mbajtes I pasaportes nr. 1501350, banues ne Fier, madhor e me zotesi te plote per te vepruar, per identitetin e te cilit u sigurova nga dokumentat qe me paraqiti;

- GLOBAL GAZ Sh.a. shoqeri e krijuar si shoqeri anonime sipas legjislacionit te Republikes se Shqiperise, regjistruar me vendimin nr. 24922, date 11.01.2001, te Gjykates se Shkalles se Pare Tirane, me seli ne Fier, (me poshte e quajtur "Shoqeria"), e perfaqesuar nga Drejtori i Shoqerise Z. Ilir Karçini.

### MEQENESE:

- (A) Fondi, ne baze te Marreveshjes se Huase nr. 477 rep., nr. 1062 kol., date 26 Gusht 2003 ("Marreveshja e Huase") ndryshuar me marreveshjen nr. 7513 rep., nr. 1938 kol., date 24 Dhjetor 2003, i ka dhene hua Shoqerise nje shume prej 676,328.0 \$ US (gjashteqind e shtatedhjete e gjashte mije e treqind e njezet e tete Dollare Amerikane);

- 
- (B) Shoqeria dhe Fondi bien dakord qe Shoqeria t'i shlyeje huane Fondit ne perputhje me kushtet e parashikuara me poshte pavaresisht nga sa parashikohet ne Marreveshjen e Huase dhe ndyshimet perkatese.
- (C) Asambleja e Jashtezakonshme e Aksionareve te Shoqerise mbajtur ne daten 11 Nentor 2004 ka autorizuar Drejtorin e saj te nenshkruaje dhe te zbatoje kete Marreveshje.

Duke patur parasysh sa me lart palet bien dakort per sa vijon:

SEKSIONI 1.01 (a) Shlyerja e Huase. Shoqeria, brenda dates 31 Dhjetor 2004, do t'i shlyeje Fondit shumen e principalit prej US\$ 676.328 (gjashteqind e shtatedhete e gjashte mije e treqind e njetzet e tete dollare US) dhe interesin e llogaritur mbi principal.

(b) Interesi. Shoqeria do t'i paguaje Fondit interesin vjetor 12% ("Perqindja e Interesit"), i cili do te llogaritet mbi principalin per ditet e mbetura dhe duke e konsideruar vitin me 365 dite. Pagesa e interesit do te behet ne te njejten kohe me principalin.

Nese Shoqeria nuk i paguan Fondit te gjithe huane (principal dhe interes) brenda dates 31 Dhjetor 2004, Interesi Vjetor qe do te aplikohet mbi pjesen e mbetur papaguar te principalit do te jete 15% ne vend te 12%.

Vonesa e ne pagese e Shoqerise pertej dates 31 Mars 2005, i jep te drejten Fondit qe te kerkoje ekzekutimin e te gjitha garancive te permendura ne paragrafin (a) te Seksionit 2.01 me poshte, pa hequr dore nga e drejta per te perdorur mjetet e tjera te parashikuara nga ligji per shlyerjen e detyrimeve.

Shoqeria do te kryeje çdo pagese te principalit, interesave dhe çdo shume tjeter, ne dollare US. Çdo pagese do te behet ne llogarine bankare te Fondit ne Banken Amerikane te Shqiperise, ne fonde menjehere te perdorshme. Shoqeria do te perballoje te gjitha rrezikun e shpenzimeve qe mund te vine nga kursi i kembimit te valutes se huaj, duke patur parasysh detyrimin e percaktuar ne kete Marreveshje per kryerjen e te gjitha pagesave ne dollare US. Te gjitha pagesat e bera nga Shoqeria ne favor te Fondit sipas dispozitave te kesaj Marreveshje do te mbulojne se pari interesat e maturuara dhe te papaguara dhe me pas principalin.

(c) Taksat e Tatimet. Çdo pagese e kryer nga Shoqeria do te behet duke qene te perjashtuar nga dhe pa zbritur asnje lloj Takse apo Tatimi apo shume te ngjashme. Nese Shoqeria eshte e detyruar qe, sipas ligjit, te zbrese nga shumat e tjera qe mund te behen te pagueshme kundrejt Fondit per shkak te kesaj Marreveshje, ndonje takse, tatim apo ndonje shume tjeter te ngjashme qe mund te jete e zbatueshme per shkak te kesaj Marreveshje (i) shuma e pagueshme kundrejt Fondit sipas kesaj Marreveshje, do te shtohet me shumen e nevojshme ne masen qe, pasi behen te gjitha zbritjet e detyrueshme, (duke perfshire zbritjet e



aplikuara ne shumate shtese te pagueshme sipas ketij paragrafi) Fondi te marre nje shume te barabarte me ate qe do te merrte sikur te mos ishin kryer zbritjet ne fjale (ii) Shoqeria duhet t'i brije zbritje te tilla kur jane te detyrueshme nga ligji dhe (iii) Shoqeria duhet t'i paguaje te gjithë shumen e zbritur Autoritetit Publik kompetent sipas ligjit qe zbatohet ne kete rast. Shoqeria pranon te paguaje te gjitha taksat e pulles ne lidhje me kete Marreveshje dhe/ose regjistrimit e saj, sot ose ne te ardhmen.

SEKSIONI 2.01 (a) Te ndryshme. Kjo Marreveshje pergatitet dhe nenshkruhet ne kater kopje ne gjuhen angleze dhe kater kopje ne gjuhen shqipe dhe ky akt perben te gjithë marreveshjen e arritur midis paleve, premtimet, deklarimet, garancite ne lidhje me objektin e kesaj Marreveshje. Asnje ndryshim i kesaj Marreveshje nuk do te jete i vlefshem nese nuk behet me shkrim dhe nuk nenshkruhet nga perfaqesues te autorizuar rregullisht nga secila pale. Dispozitat e kesaj Marreveshje kane epersi ndaj atyre te Marreveshjes se Huase nr. 477 rep, nr. 1062 kol, date 26 Gusht 2003 ndryshuar me Marreveshjen nr. 7513 rep., nr. 1938 kol., date 24 Dhjetor 2003, me kusht qe garancite qe i jane dhene Fondit sipas ketyre marreveshjeve te mbeten njelloj te vlefshme per te garantuar shlyerjen e detyrimeve te marra persiper nga Shoqeria sipas kesaj Marreveshje.

Gjithashtu, te gjitha garancite qe i jane dhe Fondit nga Z. Ilir Karçini dhe Z. Skender Amoniku sipas Marreveshjes se Investimit me nr. 3481 rep., nr. 835 kol., date 12 Qershor 2003 e ndryshuar me Marreveshjen nr. 7512 rep., nr. 1937 kol., date 24 Dhjetor 2003, dhe Marreveshjes per Shitjen e Aksioneve nr. 7514 rep., nr. 1939 kol., date 24 Dhjetor 2003, do te jene te vlefshme dhe do te sigurojne permbushjen e detyrimeve qe Shoqeria ka marre persiper sipas kesaj Marreveshje.

Fondi do te liroje te gjitha garancite e mesiperme vetem pasi t'i jene paguar te gjitha detyrimet qe rrjedhin per Shoqerine, Z. Ilir Karçini dhe Z. Skender Amoniku sipas kesaj Marreveshje dhe Kontrates se Shitjes se Aksioneve nr. 5252 rep., nr. 1795 kol., date 11 Nentor 2004 dhe kesaj Marreveshje.

Shoqeria, Z. Ilir Karçini dhe Z. Skender Amoniku garantojne Fondin se Statuti aktual i Shoqerise, me perjashtim te ndryshimit te struktures se kapitalit te Shoqerise pas largimit te Fondit me pagimin nga Z. Ilir Karçini dhe Z. Skender Amoniku te gjithë çmimit perkates te shitjes se aksioneve te Fondit ne Shoqeri, dhe perberja e organeve te Shoqerise do te mbeten te pa ndryshuara derisa Shoqeria t'i shlyeje Fondit te gjitha detyrimet sipas kesaj Marreveshje dhe Kontrates se Shitjes se Aksioneve nr. 5252 rep., nr. 1795 kol., date 11 Nentor 2004.

(b) Ligji zbatues dhe zgjidhja e mosmarreveshjeve. Per çeshtjet te cilat nuk jane parashikuar ne kete Marreveshje apo qe mund te rrjedhin prej saj do te zbatohet legjislacioni perkates ne fuqi ne Republiken e Shqiperise i cili eshte ligji i zbatueshem per kete Marreveshje.

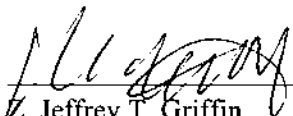
Çdo mosmarreveshje qe mund te linde midis paleve te kesaj Marreveshje ne lidhje me zbatimin apo interpretimin e kesaj Kontrate, nese nuk zgjidhet ne mirekuptim mes vete paleve, do te

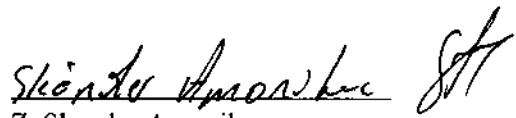


zgjidhet nga Gjykata e Rrethit Gjyqesor Tirane, vendimi i se ciles eshte i ankimueshem sipas dispozitave te Kodit te Procedures Civile te Republikes se Shqiperise.

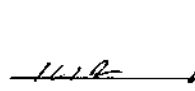

Une Noteri, e lexoj tekstin e ketij akti me ze te larte dhe te kuptueshem perfaqesuesve te paleve, Z. Jeffrey T. Griffin, i asistuar nga perkthyesi i gjuhes se huaj i njohur prej meje dhe i pranuar prej tij, Z. Skender Amoniku dhe Z. Ilir Karçini, te cilet, pasi me deklaruan se teksti i ketij akti eshte ne perputhje te plote me theniet dhe vullnetin e tyre, e nenshkruajne ate rregullisht ne pranine time, dhe une Noteri vertetoj sa me siper sipas ligjit ne fuqi.

FONDI AMERIKANO-SHQIPETAR  
I NDERMMARRJEVE

  
Z. Jeffrey T. Griffin  
CEO dhe Presidnet

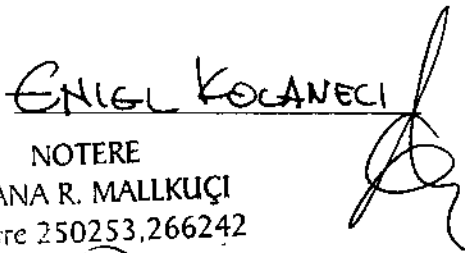
  
Z. Skender Amoniku

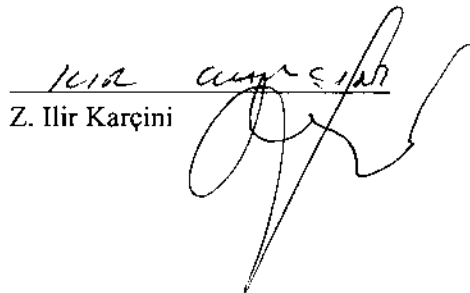
F O N D I  
SHQIPTARO AMERIKAN  
I NDERMARJEVE  
TIRANE ALBANIA

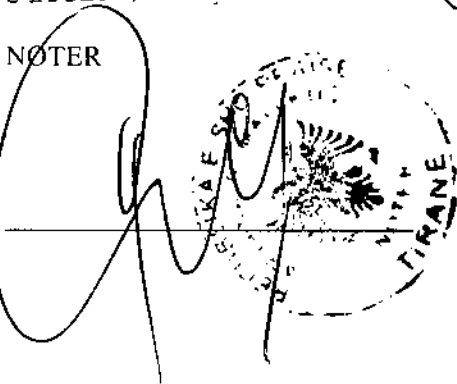
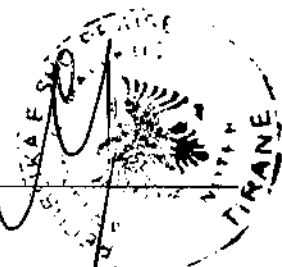
  
Z. Ilir Karçini  


PERKTHYESI

GLOBAL GAZ Sh.a.

  
ENIGJ KOCANEÇI  
NOTERE  
APJANA R. MALLKUÇI  
Tel.Zyre 250253,266242

  
Z. Ilir Karçini

NOTER  
  


REPUBLIC OF ALBANIA  
NOTARIES CHAMBER OF TIRANA

No. 5253 Rep.

No. 1796 Col.

AGREEMENT

This 11<sup>th</sup> day of November 2004, appeared before me the following parties that entered into this Agreement (hereinafter referred to as "the Agreement"):

- The ALBANIAN-AMERICAN ENTERPRISE FUND (AAEF), a Not-for-Profit Corporation Organized under the Laws of the State of Delaware, USA, having its representative in Albania, Tirana at the address: "Green Park" Complex, Tower 2, 12-th Floor, Rr. "Deshmoret e 4 Shkurtit", represented by Mr. Jeffrey T. Griffin known to me Notary Public, acting in his capacity of AAEF CEO and President (hereinafter referred to as the "Fund");

And

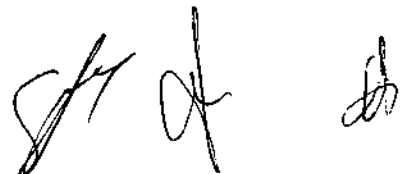
- MR. SKENDER AMONIKU, Albanian citizen, born on 15<sup>th</sup> day of August 1964, holder of passport no. Z 0057810, resident in Fier, being in full possession of his capacity to act and understand, of whose identity I Notary Public became aware from the personal documents he submitted to me;

- MR. ILIR KARÇINI, Albanian citizen, born on 2<sup>nd</sup> day of August 1969, holder of passport no. 1501350, resident in Tirana, being in full possession of his capacity to act and understand, of whose identity I Notary Public became aware from the personal documents he submitted to me;

- GLOBAL GAS SH.A. a joint stock company organized and existing under the laws of the Republic of Albania, registered upon decision no. 24922, dated 11.01.2001 of the First Instance Court of Tirana, having its registered offices in Fier (herein after referred to as the "Company") legally represented by Mr. Ilir Karçini in his capacity of Director.

WHEREAS

- (A) The Fund has made to the Company a loan of US\$ 676,328 (six hundred seventy-six thousand three hundred twenty eight US dollars) pursuant to the terms and conditions of the Loan Agreement assigned no. 477 rep., no.1062 col., dated 26 August 2003 ("Loan Agreement") as amended by the Agreement assigned no. 7513 rep., no. 1938 col., dated 24 December 2003.



(B) The Company and the Fund have agreed that the Company will repay the loan to the Fund according to the following terms and conditions independently from those provided in the Loan Agreement as amended.

(C) The Extraordinary Shareholders' Meeting of the Company dated 11 November has authorized the Company Director to sign and execute this Agreement.

NOW, THEREFORE, in consideration for the mutual agreements contained herein the parties agree as follows:

SECTION 1.01 (a) Payment of Loan. Subject to the terms and conditions set forth herein, the Company shall, within 31 December 2004, pay back to Fund the principal in the amount of US\$ 676,328 (six hundred seventy-six thousand three hundred twenty eight US dollars) and the interest to be calculated over the outstanding principal.

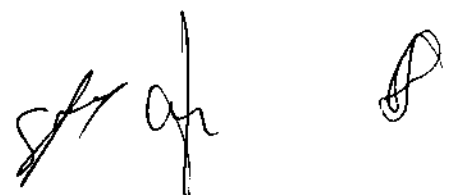
(b) Interest. The Company shall pay to the Fund interest at the rate of 12% per annum ("Interest Rate"), calculated on the outstanding principal using actual days elapsed and a 365 day base. Payment of interests shall be done at the same time with the principal.

Should the Company fail to repay in full the loan (principal and interests) to the Fund by 31 December 2004, the annual interest rate of 15% instead of 12% will be applied over the outstanding principal.

Delay of the Company in repayment of the loan by 31 March 2005 entitles the Fund to initiate claims under all the guaranties mentioned in paragraph (a) of Section 2.01 below, without any prejudice to the right of the Fund to exercise any and all remedies for repayment provided by the law.

The Company shall make each payment in United States dollars for principal or interest or any other amount. Payment will be made to Fund's account in the American Bank of Albania (by check or wire deposit into its own bank account at the Fund's Bank,) in immediately available funds. The Company shall bear all foreign exchange risks and all foreign exchange expenses in connection with its making payments in United States dollars as required hereunder. All payments done by the Company to the Fund under this Agreement shall be first applied to the accrued and unpaid interest and then to the principal.

(c) Taxes. Any and all payments by the Company shall be made free and clear of and without deduction for any and all Taxes. If the Company shall be required by law to deduct any Taxes from or in respect of any sum payable; (i) the sum payable shall be increased by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this paragraph) the Fund shall receive an amount equal to the sum it would have received if no such deductions had been made; (ii) the Company shall make



such deductions and (iii) the Company shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. In addition, the Company agrees to pay any present or future stamp or recording taxes related to delivery or registration this Agreement, or otherwise with respect to this Agreement.

SECTION 2.01. (a) Miscellaneous. This Agreement, executed in four copies in English language and four copies in Albanian language, constitutes the entire agreement between the parties, and all promises, representations, understandings and agreements with reference to the subject matter hereof relied upon by any party hereto have been expressed. No modification to this Agreement shall be valid unless mutually agreed between the parties and confirmed by a written amendment signed by their authorized representatives. This Agreement supersedes the Loan Agreement no. 477 rep., no.1062 col., dated 26 August 2003 as amended by the Agreement assigned no. 7513 rep., no. 1938 col., dated 24 December 2003, provided that all guaranties given to the Fund therein shall remain equally valid to secure performance of obligation undertaken by the Company pursuant to this Agreement.

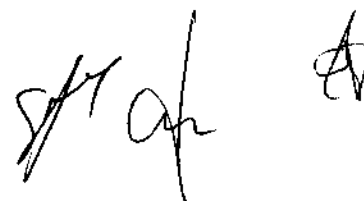
In addition, all guaranties granted to the Fund by Mr. Ilir Karçini and Mr. Skender Amoniku, under the Equity Investment Agreement assigned no. 3481 rep., no. 835 col., dated 12 June 2003, as amended by Agreement assigned no. 7512 rep., no. 1937 col., dated 24 December 2003 and Put Option Agreement assigned no. 7514 rep., no. 1939 col., dated 24 December 2003, should be valid for securing performance of obligations the Company has undertaken in this Agreement.

The Fund shall release all the guaranties mentioned here above only after the Company, Mr. Ilir Karçini and Mr. Skender Amoniku have fully paid to the Fund all and any amount payable according to the Share Purchase Agreement assigned no. 5252 rep., no. 1795 col., dated 11 November 2004 and this Agreement.

The Company, Mr. Ilir Karçini and Mr. Skender Amoniku hereby warrant the Fund that the current Bylaws of the Company, except amendments related to transfer of shares from the Fund to Mr. Ilir Karçini and Mr. Skender upon full payment of the respective purchase price, and composition of the Company's bodies shall remain unchanged until the Company pays all debts to the Fund pursuant to Share Purchase Agreement assigned no. 5252 rep., no. 1795 col., dated 11 November 2004 and this Agreement.

(b) Governing law and disputes. Questions concerning matters arising under but not settled in this Agreement shall be settled in conformity with the laws of the Republic of Albania, which shall be applicable to this Agreement.

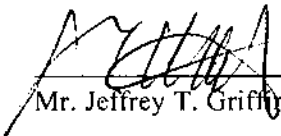
Any disputes arising between the parties hereto in respect of this Agreement that will not be resolved amicably between them, shall be subject to the decision of the First Instance Court of Tirana which decision might be appealed under the provisions of the Albanian Code of Civil Procedure.

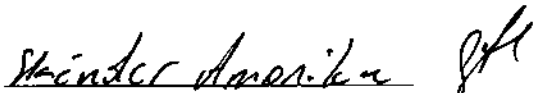
The image shows three handwritten signatures in black ink. The first signature on the left is the most legible, appearing to be 'S. Karçini'. The second signature in the middle is more stylized and less legible. The third signature on the right is also stylized and less legible. These signatures are located at the bottom right of the page.

IN WITNESS WHEREOF, I the undersigned Notary Public hereby read in loud voice all the above to the parties hereto. Mrs. Jeffrey T. Griffin, assisted by the translator recognized by me the Notary Public and accepted by him, Mr. Skender Amoniku and Mr. Ilir Karçini, declared to me that they understand the content of this Agreement, and as far as it expresses their free and full will, they signed it in front of me Notary Public.

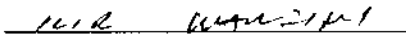
Given under my seal and signature in compliance with the laws of the Republic of Albania this 11<sup>th</sup> day of November 2004.

ALBANIAN-AMERICAN  
ENTERPRISE FUND

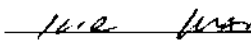
  
Mr. Jeffrey T. Griffin

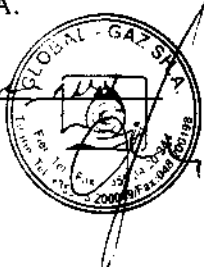
  
Mr. Skender Amoniku

F O N D I  
SHQIPTAKO AMERIKAN  
I NDERMARJEVE  
TIRANE ALBANIA

  
Mr. Ilir Karçini

GLOBAL GAZ SH.A.

  
Mr. Ilir Karçini



TRANSLATOR

~~NOTARY~~ NOTARY PUBLIC  
ARJANA R. MALLKUCI  
Tel. Zyre 250253 266242

